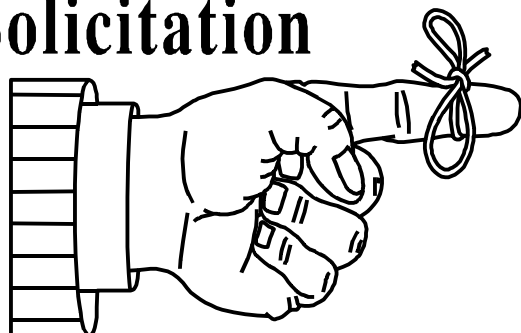


Notice Concerning Solicitation



CP-FSS-1-C

(May 2000)

Standing Solicitation No.

3FNH-A3-000001-B, Refresher #5

WORLDWIDE FEDERAL SUPPLY

SCHEDULE CONTRACT FOR

SCHEDULE 71, PART II - H

PACKAGE ROOM FURNITURE

FSC GROUPS 6230,7105,7110,7210,

7220,7230,7290

PERIOD: DATE OF AWARD THROUGH FIVE YEARS
LATER, WITH THREE OPTIONS TO EXTEND FOR FIVE
YEARS EACH

**ANY INFORMATION THAT MAY BE DESIRED ON THIS PARTICULAR SOLICITATION CAN BE OBTAINED FROM THE
ISSUING OFFICE ADDRESS SHOWN HEREIN.**

552.219-71 NOTICE TO OFFERORS OF SUBCONTRACTING PLAN REQUIREMENTS (JUN 2005)

The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219--9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a small business concern, before being awarded a contract exceeding \$500,000 (\$1,000,000 for construction), must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, and women-owned small business concerns as subcontractors in the performance of this contract.

TO ALL PROSPECTIVE OFFERORS:

We appreciate your interest in the Multiple Award Schedule (MAS) Program. The General Services Administration (GSA) awards contracts under the Program to thousands of commercial firms each year. This letter provides you with pertinent background information on the MAS Program. We hope you will consider this information in deciding whether or not to submit an offer for a MAS contract and whether it is the right business decision for your company.

Currently, the MAS Program is enormous. The Program is designed to enable Federal Agencies to purchase commercial products and services quickly, efficiently, and at fair and reasonable prices. It enables Federal Agencies to comply with all Federal Acquisition Regulations (FAR) when “easy-to-use” MAS ordering procedures have been followed. The commercial products and services awarded under MAS contracts are divided into 43 distinct schedules. In total, there are over 18,700 MAS contracts in place, covering over 11,000,000 items, so competition is fierce. Each year, several thousand firms submit offers, and over 3,000 are awarded MAS contracts.

To become a successful MAS contractor requires that your company take a few key steps. Performing due diligence and understanding your commitment and obligations as a MAS contractor is the first step to success under the Program. The companies who have prepared well, understood their commitments and obligations, and have a plan to meet those commitments and obligations have thrived under the Program. In order to better understand the environment of the MAS Program, Attachment A lists the following key information for your review:

- Schedule Name
- Number of Contracts on the Schedule
- Total Sales for the Schedule
- Number of Contractors with sales of \$25,000 + for the last fiscal year

Next, to participate in the MAS Program, an offeror must identify which schedule(s) cover the products and/or services your company wants to offer. Getting on the right schedule(s) is the second step to success. To help you with this task, you may want to look at the following websites:

- www.gsaelibrary.gsa.gov
- <http://www.fedbizopps.gov>

Once you have identified the right schedule(s), read and understand the solicitation(s). The terms and conditions it contains are the rules of the road. If you receive a MAS contract, you will be required to follow these rules, which is critical to your success under the MAS Program

One of the most important things you need to understand is that a MAS contract IS NOT a guarantee of future sales. Federal agencies are not required to use the MAS Program.

As you have seen, each schedule contains from scores to thousands of contracts already in place and competition is fierce for orders under the MAS Program.

GSA offers training and provides informational material to government buyers about the benefits of the MAS Program. The MAS Program helps reduce acquisition lead time and provides a wide selection of the state-of-the-art commercial supplies and services. GSA has already determined prices to be fair and reasonable and purchases conducted under the MAS Program do not require a synopsis of the requirement. Although GSA provides information material on the benefits of the Program, GSA does not market or promote specific contracts, does not distribute products of individual firms, and does not steer business to any individual contractor. Once you receive a MAS contract, you will be required to market your products or services to the federal community and other authorized users of the MAS Program. Because purchasing authority is spread out across the federal agencies and other authorized users of MAS contracts, marketing your products or services may not be an easy task. Accordingly, targeted marketing and relationship building is the third step to success.

TO HELP YOU DECIDE IF A MAS CONTRACT IS RIGHT FOR YOU

MAS solicitation numbers are listed on Attachment B. Each solicitation contains vital information relative to a MAS contractor's responsibilities and the Government's expectations if your company is awarded a MAS contract. Familiarizing yourself with these responsibilities and having a business plan to meet them will be critical to your success.

To help you better understand the meaning of key solicitation terms and conditions, here are some helpful ideas:

Go to the Vendor Support Center (VSC) Website at vsc.gsa.gov. Find the contractor orientation webcast under the Vendor Training Tab. While this webcast is directed at new contractors, it emphasizes the key contract requirements that they must follow and tells them how GSA will evaluate their performance. Watch this webcast and ensure that you are ready to be an excellent MAS contractor.

On the same Vendor Support Center (VSC) website, review the Steps to Success Publication under the Publications Tab. This document is a general overview of contract requirements; including key reporting requirements you will have to meet.

Identify your competitors. Visit the Schedules e-Library website at www.gsaelibrary.gsa.gov and the GSA Advantage website at www.gsaadvantage.gov. These websites contain information regarding the products and services that current MAS contractors already offer. This will aid you in identifying potential competitors under the MAS Program and help you to further assess your ability to compete for orders, if your company is awarded a MAS contract. You should look at such key information as your competitors' pricing, delivery time, warranty terms, services, and other conditions. Think about how you will be prepared to meet or beat such terms. In addition, you should

examine other factors that purchasers under the MAS Program may consider when awarding an order such as your company's past performance and expertise in providing the products and/or services that your company is seeking to offer. Often, purchasers under the MAS Program make their award decision based upon "best value" as opposed to lowest price technically acceptable, so you need to assess your ability to compete for orders under all possible award evaluation criteria.

Visit our Schedule Sales Query website at <http://ssq.gsa.gov/> that provides detailed sales information on current MAS contractors. Specifically, you can search to see whether your competitors have successfully sold similar products and/or services under the MAS Program.

Your review and analysis of these websites should allow you to assess the competitive environment for the products and/or services you want to provide. Once you understand the terms you will have to follow and the market you will operate in, you can decide whether a MAS contract is the right investment for your company to make.

Remember, if your company decides to make an offer for a MAS contract and is awarded, your company will have two years to generate your first \$25,000 in sales and must reach that threshold every year thereafter, to keep your contract. If your company is newly established or has had low sales to date (less than \$50,000) in the products and/or services you want to offer under the MAS Program, you may need to recognize the difficulty of meeting this performance requirement of having a MAS contract. If you decide to make an offer under the MAS Program, having a business plan to meet this performance requirement and other performance requirements will be critical to ensuring your success.

Finally, how well you perform under your contract is the fourth and final step to success!

YES, I WANT TO SUBMIT AN OFFER

Excellent. GSA is always looking for highly qualified firms ready to increase competition under the MAS Program. While not all offers receive a MAS contract, in accordance with our statutory authority, the MAS Program is open to all responsible offerors as long as, your company demonstrates that you meet all of our requirements, including pricing.

Typically, it will take 3 – 6 months for your offer to be evaluated and for your company to be awarded a MAS contract. Well prepared and documented offers with competitive pricing are more easily evaluated and therefore may be awarded sooner. Offers requiring lots of corrections and clarifications take a lot longer to be evaluated. To help you submit a complete offer that can easily be evaluated the first time, here are some things that you can do:

- 1) Take the free Center for Acquisition Excellence on-line course "How to Become a Contractor—GSA Schedules Program." This ten-lesson course describes the

features of the MAS Program, how to submit an offer, the contract award process, and how to market supplies and services. To register, go to www.gsa.gov/fsstraining.

- 2) Read the entire solicitation. Each solicitation is posted on the internet at the FedBizOpps website www.fbo.gov. FedBizOpps is the single point-of-entry for Federal Government procurement opportunities over \$25,000.
- 3) Attend a free training session offered by GSA on how to obtain a MAS contract. A listing of training events is available at www.gsa.gov (scroll down to “GSA Events” and click on “GSA Schedules Training.”)
- 4) Submit your offer, making sure that the items you are offering are clearly identified, that your pricing proposal is clearly stated and explained.

Once you submit an offer, GSA will look for several things. We will verify that you have submitted all of the required information and we will use this information to evaluate your offer. We will look at numerous areas including:

- Pricing
- Past Performance
- The products/services are within the scope of the Schedule
- Financial Capability
- Technical
- Subcontracting Plan (if you are not a small business)
- Other regulatory compliance.

Good luck. We want you to be successful, and look forward to the start of a long and successful partnership.

NO, I DO NOT WANT TO SUBMIT AN OFFER RIGHT NOW. WHAT OTHER OPTIONS DO I HAVE FOR FEDERAL BUSINESS

If you decide not to pursue a MAS contract at this time, you can still participate in other Federal Government Acquisitions. In some cases, pursuing other avenues may be even more advantageous.

Seek other Government contracting opportunities at FedBizOpps (www.fbo.gov), which is the single point-of-entry for Federal Government procurement opportunities over \$25,000. Commercial vendors seeking Federal markets can search, monitor, and retrieve solicitations for products and services issued by all Federal Agencies. Federal Acquisition Regulations (FAR) set-aside procurements estimated between \$2,500 through \$100,000 for small business.

Participate in subcontracting opportunities with companies already under contract to the Government. The U.S. Small Business Administration (www.sba.gov) provides information on subcontracting as well as other topics of interest to companies seeking

business opportunities. Existing schedule contractors are always looking for opportunities to subcontract, especially to small, small disadvantaged, woman-owned small, and service disabled veteran-owned small businesses.

Remember, the MAS Program is continually open. Just because this may not be the right moment for you to participate, you may want to reevaluate this decision from time to time.

ATTACHMENT A

Schedule Number	Description	Total No. of Contracts (9/30/05)	Value of Sales in FY 2005	No. of Contracts with Over \$25,000 in FY 05 Sales	No. of Small Business Contracts with Over \$25,000 Sales
00CORP	The Consolidated Schedule	232	\$969,733,934	174	115
03FAC	Facilities Maintenance and Management	128	\$61,330,360	44	23
23 V	Vehicular Multiple Award Schedule (VMAS)	141	\$171,161,734	82	66
26 I	Tires, Pneumatic (New), For Passenger, Light Truck, Medium Truck, and Bus, and Retread Services	3	\$16,065,885	3	-
36	The Office, Imaging and Document Solution	382	\$756,494,926	199	139
48	Transportation, Delivery and Relocation Solutions	47	\$404,735,599	22	10
51 V	Hardware Superstore	311	\$588,170,188	214	163
520	Financial and Business Solutions (FABS)	424	\$766,571,098	196	117
541	Advertising and Integrated Marketing Solutions (AIMS)	757	\$350,692,807	233	185
56	Buildings and Building Materials/Industrial Services and Supplies	764	\$517,367,433	412	343
58 I	Professional Audio/Video, Telecommunications, and security	253	\$200,234,069	156	129

	Solutions				
599	Travel Solutions	66	\$81,146,173	26	13
66 II J	Test and Measurement Equipment, Aviation Instruments and Equipment Aircraft Components, Maintenance and Repair Services, and Unmanned Scientific Vehicles	152	\$260,720,823	100	71
66 II N	Chemistry, Biochemistry, Clinical Instruments, General Purpose Laboratory Instruments, Laboratory Furnishings and Accessories, and Related Services	218	\$244,653,475	161	110
66 II Q	Geophysical, Environmental Analysis Equipment and Services – Geophysical Environmental, Analysis and Hazard Equipment	120	\$68,540,791	81	62
67	Photographic Equipment – Cameras, Photographic Printers and Related Supplies and Services (Digital and Film-Based)	100	\$36,706,685	50	37
69	Training Aids and Devices, Instructor-Led Training; Course Development; Test Administration – Programmed learning devices	405	\$141,385,832	150	111
70	General Purpose Commercial	5386	\$16,435,458,361	2851	2357

	Information Technology Equipment, Software, and Services – Pursuant to Section 211 of the e-Gov Act of 2002, Cooperative Purchasing provides authorized State and local government entities access to information technology items offered through GSA’s Schedule 70 and the Corporate contracts for associated special item numbers.				
71 I	Office Furniture	452	\$861,254,835	309	228
71 II	Household and Quarters Furniture	98	\$88,402,541	48	41
71 II H	Packaged Furniture	67	\$97,470,170	48	38
71 II K	Comprehensive Furniture Management Services (CFMS)	124	\$29,796,496	52	38
71 III	Special Use Furniture	160	\$79,608,421	107	87
71 III E	Miscellaneous Furniture	12	\$28,547,561	7	6
72 I A	Floor Coverings – Carpet Rugs, Carpet Tiles and Carpet Cushions	62	\$41,598,502	36	28
72 II	Furnishings	130	20,049,921	66	66
73	Food Service, Hospitality, Cleaning Equipment and Supplies, Chemicals and Services – Food Service Equipment, Supplies, and Services	594	\$178,096,947	310	252
736	Temporary Administrative And Professional Staffing	236	\$113,157,450	132	132

	(TAPS) – Temporary Administrative and Professional Staffing Services				
738 II	Language Services	95	\$120,922,259	45	36
738 X	Human Resources and Equal Employment Opportunity Services	177	\$126,849,275	89	62
75	Office Products/Supplies and Services and New Products/Technology – Schedule 75 now includes Videotapes, Audiotapes, tape Cartridges, Diskettes/Optical Disks, Disk Packs, Disk Cartridges, Anti-Glare Screens, cleaning Equipment and Supplies, Ergonomic Devices, Next Day Desktop Delivery of Office Supplies, and Restroom Products such as Roll Toilet Tissue Dispensers, Toilet Tissue, Paper Towels, Toilet Seat Covers, Facial tissues, and Soaps for Restroom Dispensers	449	\$554,510,867	293	263
751	Leasing of Automobiles and Light Trucks	9	\$10,056,339	5	4
76	Publication Media	95	\$87,033,074	65	37
78	Sports, Promotional, Outdoor, Recreation, Trophies, and Signs (SPORTS) – Trophies, Awards, Presentations,	730	\$389,715,973	379	349

	Promotional Products, Briefcases and Carrying Cases, Trade Show Displays and Exhibit Systems And all Related Products				
81 I B	Shipping, Packaging and Packing Supplies – Bags, Sacks, Cartons, Crates, Packaging And Packing Bulk Material	123	\$95,348,977	75	62
84	Total Solutions for Law Enforcement, Security, Facilities, Management, Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response – Marine Craft and Equipment	1270	\$2,265,264,677	645	531
871	Professional Engineering Services	834	\$2,271,902,374	466	315
871 II	Energy Services	50	\$41,223,396	21	13
873	Laboratory Testing and Analysis Services	77	\$26,593,448	20	13
874	Mission Oriented Business Integrated Services (MOBIS)	1778	2,891,760,173	911	566
874 V	Logistics Worldwide (LOGWORLD)	266	\$442,510,185	137	63
899	Environmental Services	847	\$378,225,228	360	210

ATTACHMENT B

Schedule Number	Description/Title	Solicitation Number	Point of Contact
00CORP	The Consolidated Schedule	FCO-00-CORP-0000C	1-800-241-RAIN
03FAC	Facilities Maintenance and Management	6FEC-E6-030292-B	CFMH Brad Cornell (816) 823-1281
23 V	Vehicular Multiple Award Schedule (VMAS)	FFAH-C2_0235-B	Ira Herman, (703) 605-2986
26 I	Tires, Pneumatic (New), For Passenger, Light Truck, Medium Truck, and Bus, and Retread Services	FCAP-S2-96-2601	Ira Herman, (703) 605-2986
36	The Office, Imaging and Document Solution	3FNJ-C1-00-0001-B	Doris Marsh, (703) 605-1812 or Archie Willis, (703) 605-9289
48	Transportation, Delivery and Relocation Solutions	FBGT-GG-050001-B	Guy Galloway, (703) 305-7003
51 V	Hardware Superstore	6FEC-E6-060173-B	CFMH Ellie Upchurch (816) 926-7808 Jay Willingham (816) 823-1285
520	Financial and Business Solutions (FABS)	FCXB-F4-020002-B	Jacqueline Austin, (703) 605-2820
541	Advertising and Integrated Marketing Solutions (AIMS)	FCXA-M2-030001-B	Janis Freeman, (703) 605-2827
56	Buildings and Building Materials/Industrial Services and Supplies	7FCI-03-0056-B	Bill Lair, (817) 574-2374
58 I	Professional Audio/Video, Telecommunications, and security Solutions	3FNG-RG-020001-B	Robert Gever, (215) 446-5026
599	Travel Solutions	FBGT-RK-040001-B	(703) 605-5616
621 I	Professional and Allied Healthcare Staffing Services	797-FSS-00-0115-R2	VA FSS 621 I Help Desk, (708) 786-7722
65 I B	Pharmaceuticals and Drugs		Robert Setterfield, (703) 786-4955
65 II A	Medical Equipment and Supplier	797-FSS-99-0025-R4	Paul Skalman, (708) 786-5247

65 II C	Dental Equipment and Supplier	797-652C-04-0001	Sandra Perkins, (708) 786-4958
65 II F	Patient Mobility Devices – (Including Medical and Dental X-Ray Film)	797-652F-05-0001-R1	Sandra Perkins, (708) 786-4958
65 V A	X-Ray Equipment and Supplies – (Including Medical and Dental X-Ray Film)	797-655A-03-0001	Sandra Perkins, (708) 786-4958
65 VII	Testing and Measurement Equipment, Aviation Instruments and Equipment Aircraft Components, Maintenance and Repair Services, and Unmanned Scientific Vehicles	M5-Q52A-04-R1	Robert Setterfield, (708) 786-4955
66 II J	Test and Measurement Equipment, Aviation Instruments and Equipment Aircraft Components, Maintenance and Repair Services, and Unmanned Scientific Vehicles	7FCM-U5-04-6601-B	JoAnn Stanley, (817) 574-2336
66 II N	Chemistry, Biochemistry, Clinical Instruments, General Purpose Laboratory Instruments, Laboratory Furnishings and Accessories, and Related Services	7FCM-A7-04-6602-B	JoAnn Stanley, (817) 574-2336
66 II Q	Geophysical, Environmental Analysis Equipment and Services – Geophysical Environmental, Analysis and Hazard Equipment	7FCM-E4-04-6603-B	JoAnn Stanley, (817) 574-2336
66 III	Clinical Analyzers, Laboratory, Cost-Per-		Darleen McGary, (708) 786-7722

	Test		
67	Photographic Equipment – Cameras, Photographic Printers and Related Supplies and Services (Digital and Film-Based)	2FYB-Bj-03-0001-B	(212) 264-0868
69	Training Aids and Devices, Instructor-Led Training; Course Development; Test Administration – Programmed learning devices	2FYA-06-000069-B-R2	(212) 264-0868
70	General Purpose Commercial Information Technology Equipment, Software, and Services – Pursuant to Section 211 of the e-Gov Act of 2002; Cooperative Purchasing provides authorized State and local government entities access to information technology items offered through GSA’s Schedule 70 and the Corporate contracts for associated special item numbers.	FCIS-JB-980001-B	IT Acquisition Center, (703) 605-2700
71 I	Office Furniture	3FNO-M1-01001-B	Lenda Lambert (703) 605-9236 or Moyra Cassidy (703) 605-9189
71 II	Household and Quarters Furniture	3FNH-F6-02002-B	Carmel Pizzuti (703) 605-9255 or Thomas Murray (703) 605-9247
71 II H	Packaged Furniture	3FNH-A3-00001-B	Walter Young (703) 605-9292 or Helen Zivkoviche (703) 605-9293
71 II K	Comprehensive Furniture Management Services (CFMS)	3FNC-B3-003001-B	Joanne Viola (703) 605-9279 or Terri Coley (703) 605-9191
71 III	Special Use Furniture	3FNG-F6-010003-B	Carmel Pizzuti (703) 605-9255 or Thomas Murray (703) 605-9247
71 III E	Miscellaneous Furniture	3FNG-BA-030001-B	Beth Arnol-Messick (703) 446-5024
72 I A	Floor Coverings –	3FNH-F3-00F002-B	Sherrill Marlow (703) 605-9240

	Carpet Rugs, Carpet Tiles and Carpet Cushions		
72 II 73	Furnishings Food Service, Hospitality, Cleaning Equipment and Supplies, Chemicals and Services – Food Service Equipment, Supplies, and Services	3FNG-PL-990008-B 7FCM-C4-03-0073-B	Pattie Longo (215) 446-5021 Bill Lair, (817) 574-2374
736	Temporary Administrative And Professional Staffing (TAPS) – Temporary Administrative and Professional Staffing Services	7FCM-N6-03-0736-B	Richard Armstead, (817) 574-2317
738 II 738 X	Language Services Human Resources and Equal Employment Opportunity Services Office	TFTP-GC-07382-B 2FYA-WA- 0600738X-B	1-800-241-RAIN (212) 264-0868
75	Products/Supplies and Services and New Products/Technology – Schedule 75 now includes Videotapes, Audiotapes, tape Cartridges, Diskettes/Optical Disks, Disk Packs, Disk Cartridges, Anti-Glare Screens, cleaning Equipment and Supplies, Ergonomic Devices, Next Day Desktop Delivery of Office Supplies, and Restroom Products such as Roll Toilet Tissue Dispensers, Toilet Tissue, Paper Towels, Toilet Seat Covers, Facial tissues,	2FYB-BU-05-0001-B	(212) 264-0868

751	and Soaps for Restroom Dispensers	FFAP-W1-00768-N	Ira Herman, (703) 605-2986
76	Leasing of Automobiles and Light Trucks	2FYG-JB-99-0002-B	(212) 264-0868
78	Publication Media	7FCM-M5-03-0078-B	Beth Hudson, (817) 574-2325
	Sports, Promotional, Outdoor, Recreation, Trophies, and Signs (SPORTS) – Trophies, Awards, Presentations, Promotional Products, Briefcases and Carrying Cases, Trade Show Displays and Exhibit Systems And all Related Products		
81 I B	Shipping, Packaging and Packing Supplies – Bags, Sacks, Cartons, Crates, Packaging And Packing Bulk Material	2FYB-DJ-05-0008-B	(212) 264-0868
84	Total Solutions for Law Enforcement, Security, Facilities, Management, Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response – Marine Craft and Equipment	7FCI-L3-03-0084-B	JoAnne Offill, (817) 574-2482
871	Professional Engineering Services	FCXB-B2-990001-B	Andrew Carbone, (703) 605-2841
871 II	Energy Services	TFTD-EJ-00871-B	1-800-241-RAIN
873	Laboratory Testing and Analysis Services	7FCM-H6-04-0873-B	JoAnn Stanley, (817) 574-2336
874	Mission Oriented Business Integrated Services (MOBIS)	TFTP-MC-000874-B	1-800-241-RAIN
874 V	Logistics Worldwide (LOGWORLD)	TFTP-MB-008745-B	1-800-241-RAIN
899	Environmental Services	TFTP-EW-990899-B	1-800-241-RAIN

A-FSS-31 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (OCT 1988)

The clause entitled "Notice of Total Small Business Set-Aside," applies to the following items in this solicitation: The set-aside items are SIN's 711-4, 711-5, 711-6, 711-12, 711-13, 711-14, 711-20, and 711-92 (See Item Listing for descriptions of the items.)

CP-FSS-2 SIGNIFICANT CHANGES (OCT 1988)

The attention of offeror is invited to the following changes made since the issuance of the last solicitation for the supplies/services covered herein:

- (a) Various clauses have to updated to reflect the most recent versions.

CP-FSS-3 NOTICE: REQUESTS FOR EXPLANATION OR INFORMATION (MAR 1996)

Oral or written requests for explanation or information regarding this solicitation should be directed to:

GSA/FSS/3FN - 1901 South Bell St., Suite 403, Arlington, VA 22202

Contracting questions:	Helen Zivkovich	703-605-9293	helen.zivkovich@gsa.gov	- Office OR
	Yvonne Carter-Desper	703-605-9188	yvonne.carter-desper@gsa.gov	- " OR
	Glenda Lambert	703-605-9236	glenda.lambert@gsa.gov	
	Darlene Walsh	703-605-9281	darlene.walsh@gsa.gov	- Dorm. & Quarters OR
	Marcelles Barr	703-605-9173	marcelles.barr@gsa.gov	- " " OR
	Walter Young	703-605-9292	walter.young@gsa.gov	
Technical/Testing questions:	Deborah Perkins	703-605-9253	deborah.perkins@gsa.gov	- Healthcare
	William Talbot	703-605-9275	william.talbot@gsa.gov	
	Christopher Pollock	703-605-9256	christopher.pollock@gsa.gov	

IMPORTANT: DO NOT ADDRESS OFFERS TO THE ABOVE ADDRESS. THE ADDRESS DESIGNATED FOR RECEIPT OF OFFERS IS CONTAINED ELSEWHERE IN THIS SOLICITATION.

CP-FSS-6 ELECTRONIC DATA INTERCHANGE (EDI) ORDERING (JAN 1994)

Offerors are advised that the Federal Supply Service is expanding use of electronic communications to exchange business documents. The Placement of Orders clause contained in this contract provides that orders may be placed using Electronic Data Interchange (EDI) procedures.

CP-FSS-18 NEW SCHEDULE PERIODS (NOV 1997)

Effective immediately, this Federal Supply Schedule will no longer have a prescribed beginning and ending date. The schedule period will be continuous, and will contain contracts with contract periods that commence on the date of award (DOA) and expire in five years (exclusion of any options) from the DOA. In addition, Multiple Award Schedule solicitations will become "standing" opportunities for new offers. Unless otherwise noted in the solicitation, new offers may be forwarded at any time. Finally, the Government will award contracts for identical brand name items when offers are determined to be fair and reasonable to the Government.

CP-FSS-19 PRICING (DEC 1998)

Offerors are advised that separate pricing may be submitted for different countries if separate pricing is consistent with the offeror's commercial sales practice.

CP-FSS-20 SECURITY EXAMINATION OF HAND-DELIVERED OFFERS (JAN 1998)

- (a) Offerors are advised that an offer in response to this solicitation is subject to physical examination, x-ray, or other inspection prior to acceptance at the location designated for receipt of offers. Inspection may be conducted by Government personnel or others acting on behalf of the Government
- (b) For any hand delivered offer, whether delivered by the offeror or a courier service, the offeror must allow sufficient time to accommodate inspection by designated security personnel.

PLEASE REMOVE THIS COVER PAGE(S) BEFORE SUBMITTING OFFER TO GSA.

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (<i>Location</i>)		
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS	

B-FSS-96 ESTIMATED SALES (NOV 1997) FSS A/L FC-94-2

The "Estimated Sales" column of the Schedule of Items shows (1) a twelve-month reading of purchases in dollars or purchases in units as reported by the previous Contractor(s), or (2) estimates of the anticipated dollar volume where the item is new. The absence of a figure indicates that neither reports of previous purchases nor estimates of sales are available.

Estimated sales are sales reported by current contractors for GSA's Fiscal Year 1999 (10/1/98- 9/30-99).

"VERY IMPORTANT MESSAGE (APP. TO SECTIONS A, B & C)"

Offers of Items with Environmental Attributes. Federal agencies are required to consider the procurement of products containing post-consumer recycled content by the Resource Conservation and Recovery Act (RCRA), Section 6002, and Executive Order (EO) 13101, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition. EO 13101 also requires Federal agencies to consider the procurement of 'environmentally preferable' and biobased products (see the GSA/FSS environmental web site at www.fss.gsa.gov/environ for a glossary of these terms; click on "Comprehensive Procurement Guidelines" to access EO 13101). Consequently, GSA encourages not only submission of individual products with environmental attributes so that we can facilitate agency procurements of these products, but also submissions of "green" room packages, which would include energy efficient lighting (lamps using compact fluorescent lights), recycled content flooring, recycled content or remanufactured furniture, energy conserving window coverings, etc. If you are offering environmentally oriented products or room packages, please highlight them as such in your offer, providing detailed descriptions of the environmental attributes. If it is determined that submitted products are appropriate, they will be included on the National Furniture Center's "What's Green" web page at www.fss.gsa.gov/furniture and the GSA Environmental Products and Services Guide at the above web site.

SECTION A - DOD PACKAGED ROOMS**THE REQUIREMENTS LISTED IN THIS SECTION OF THE SOLICITATION APPLY TO SECTION A OF THE SCHEDULE – DORMITORY & QUARTERS FURNITURE.**

1. OFFERORS SHALL INDICATE ON THE FOLLOWING PAGES, WHETHER THEY WILL OR WILL NOT PROVIDE ANCILLARY SERVICES. IF THE OFFEROR ELECTS TO PROVIDE THESE SERVICES, THE CERTIFICATION MUST ALSO BE COMPLETED.

"Ancillary Services," are hereby incorporated as follows:

ANCILLARY SERVICES:

Vendors may perform minor services that may be required in the preparation for furniture and furnishings on the job site.

Excludes: Construction (construction is defined as construction, alteration, or repair of buildings, structures, or other real property, as defined by Federal Acquisition Regulation 36.102).

Contractors may subcontract any ancillary services ordered under an existing contract but are responsible for insuring that the scope of work is completed and all warranties are honored. Subcontractors must be licensed and bonded. Compliance with all local laws, regulations and ordinances are the responsibility of the prime contractor. The prime contractor shall accept full responsibility and liability for all work performed by subcontractors under a resultant contract. The Government reserves the right to apply Liquidated damages whenever the required delivery is not met. It is the agencies responsibility to define the scope of work required for ancillary services as well as, obtain price quotations to assure fair and reasonable pricing to the Government. Agencies will negotiate ancillary services on a project-by-project basis, which shall be as a separate line item. All payments and orders must be placed with the prime contractor. All ancillary service work must be guaranteed for any defect in workmanship and materials in accordance with standard commercial practice.

The Prime Contractor is required to indicate in the space below whether you will provide the ancillary services requirements under a resultant contract/existing contracts. These services are option and will remain negotiable between the customer and the vendor.

_____ Will provide Ancillary Services

_____ Will not provide Ancillary Services

In addition, the Prime Contractor will be required to certify that all applicable laws, regulations, procedures will be complied with if any of the above services are provided.

CERTIFICATION:

_____, (company name) certifies that we will provide Ancillary Services in accordance with established regulations and laws as outlined in this document.

Authorized Signature

Date

- 2 . Charges for administrative/project management, installation, staging, warehousing, and ancillary services will not be negotiated at time of award. Customers will be instructed to negotiate these charges on an order-by-order basis and to evaluate on an overall “Best Value” to the customer.
- 3 . The following requirement is added in conjunction with Clause 552.212-73 “Evaluation – Commercial Items”: In order to be eligible for award, prime contractors must offer a complete room, including all mandatory optional items, as well as the following services: staging, warehousing and installation.

ITEM LISTING FOR SECTION A – DORMITORY & QUARTERS

THE FOLLOWING ROOM CONFIGURATIONS WILL BE IDENTIFIED AS ROOM A, B OR C. ALTERNATIVE ROOM CONFIGURATIONS UNDER EACH GROUPING WILL BE A NUMERIC SUFFIX, FOR EXAMPLE: A1, ETC. THESE ROOM PACKAGES WILL BE ISSUED NSNs AT TIME OF AWARD.

A. SLEEPING ROOM CORE ITEMS

NSN 7105-01-_____

Single Bed Desk
Desk Chair Night Stand
Dresser Mirror (framed, wood or metal)
Table Lamp Desk Lamp
Floor Lamp

PACKAGE ROOM TOTAL \$_____

PLEASE NOTE: FOR ANY ITEMS OFFERED THAT ARE NOT CURRENTLY UNDER A FEDERAL SUPPLY SCHEDULE CONTRACT, THE OFFEROR MUST PROVIDE ALL INFORMATION REQUIRED IN CLAUSE CSP-1 “COMMERCIAL SALES PRACTICE” AND WILL BE SUBJECT TO THE SAME QUALIFYING FACTORS, TERMS AND CONDITIONS REQUIRED UNDER THE MULTIPLE AWARD SCHEDULE CONTRACTS. ADDITIONALLY, WHEN THE OFFEROR IS ACTING AS A DEALER, THE OFFEROR MUST SUBMIT THE MANUFACTURER’S PRICELIST THAT THEY PURCHASE FROM, AND A LETTER OF COMMITMENT FROM EACH MANUFACTURER WHOSE PRODUCTS YOU ARE REPRESENTING. THIS LETTER FROM THE MANUFACTURER SHOULD INCLUDE THE MANUFACTURER’S INTENTION TO CONTINUE TO SUPPLY YOU WITH ALL ITEMS YOU ARE OFFERING FOR THE DURATION OF THE CONTRACT PERIOD. THIS LETTER SHOULD ALSO STATE THE NAME AND DATE OF THE PRICELIST, WHICH YOU PURCHASE FROM, AS WELL AS ANY DISCOUNTS/CONCESSIONS YOU RECEIVE FROM THE MANUFACTURER’S PRICELIST.

SLEEPING ROOM MANDATORY ITEMS

Sleeping Room mandatory items
The following items shall be offered

CARPET (Ordered by Square Yard) Shall be provided in three colors to coordinate with room packages. Carpet shall be patterned, multi-color and meet specification requirements specified elsewhere in this solicitation.

WINDOW TREATMENT (Ordered by window size) Shall be provided in three colors to coordinate with room packages. Window treatments shall meet specification requirements specified elsewhere in this solicitation.

**Recliner/lounge /rocker
Wardrobe
Wall art
Bedspread (ordered to fit bed.)
Mattress/boxsprings
Mirror (framed wood or metal)**

SLEEPING ROOM OPTIONAL ITEMS

**Loft Bed Unit
Wall Unit (drop lid desk with task light)
TV Armoire
Desk Carrel w/light
Entertainment/refrigerator unit
Guest Table
Side Chairs
Silk plants**

ALTERNATIVE PACKAGE ROOMS (A1, ETC.)

7105-01-_____

**PARTS OF THE ROOM MAXIMUM REQUIRED THAT CAN
BE OFFERED BY EACH PRIME CONTRACTOR SHALL INCLUDE
AT LEAST PIECES THAT PERFORM THE FOLOWING FUNCTIONS:**

**Sleeping surface (bed such as captains, bunk, single, double,
queen, king, headboard with frame or headboard with footboard,
i.e., 4-poster bed for VIP's)**

**Writing surface (desk, drop lid wall unit, table desk)
Place to sit (desk chair)**

Clothes storage drawer (chest, dresser, wall unit)

Lamp for use at writing surface (desk lamp, task light)

B. SUITE PACKAGE ROOM (CORE ITEMS)

NSN 7105-01-_____

SLEEPING ROOM OF SUITE (CORE ITEMS)

Double Bed

Desk

Desk Chair

Night Stand

Dresser

Mirror (framed, wood or metal)

Table Lamp

Desk Lamp

Floor Lamp

LOUNGE ROOM OF SUITE (CORE ITEMS)

Sofa (two or three seat)

Lounge chair/recliner

End Table

Coffee Table

Lamp, Floor

Lamp, Table

PACKAGE ROOM TOTAL \$ _____

SUITE MANDATORY ITEMS

CARPET (Ordered by Square Yard) Shall be provided in three colors to coordinate with room packages. Carpet shall be patterned, multi-color and meet specification requirements specified elsewhere in this solicitation.

WINDOW TREATMENT (Ordered by window size) Shall be provided in three colors to coordinate with room packages. Window treatments shall meet specification requirements specified elsewhere in this solicitation.

Recliner/Lounge/Rocker

Wardrobe

Wall Art

Bedspread (ordered to fit bed). Shall meet specification requirements specified elsewhere in this solicitation.

Mattress/boxspring

Mirror (framed wood or metal)

SUITE OPTIONAL ITEMS

Loft bed unit

Wall Unit (drop lid desk with task light)

TV Armoire

Desk Carrel w/light

Entertainment/refrigerator unit

Dining table with chairs

Guest table

Side chairs

Silk plants

ALTERNATIVE PACKAGE ROOMS (SUITES) B1, ETC.)

7105-01-_____

**PARTS OF THE ROOM MAXIMUM REQUIRED THAT CAN BE OFFERED
BY EACH PRIME CONTRACTOR SHALL INCLUDE AT LEAST PIECES
THAT PERFORM THE FOLLOWING FUNCTIONS:**

SLEEPING ROOM OF SUITE

Sleeping surface (bed such as captains, bunk, single, double, queen, king,
headboard with frame or headboard with footboard, i.e. 4-poster bed
for VIP's).

Writing surface (desk, drop lid wall unit, table desk)

Place to sit (desk chair)

Clothes storage drawers (chest, dresser, wall unit)

Lamp for use at writing surface (desk lamp, task light)

LOUNGE ROOM OF SUITE

Sofa (two or three seat)

Lounge chair/Recliner

End Table

Coffee Table

Lamp, Floor

Lamp, Table

C. LOUNGE/DAYROOM CORE ITEMS

NSN 7105-01-_____

Sofa (two or three seat)

Lounge chair/Recliner

End Table

Coffee Table

Lamp, Floor

Lamp, Table

LOUNGE/DAYROOM MANDATORY ITEMS

Carpet (ordered by square yard)

Window Treatment

Rocking Chair

Wall Art

PACKAGE ROOM TOTAL \$_____

- DESCRIPTION/SPECIFICATIONS

PERFORMANCE STATEMENT OF WORK (PSOW)

C.1 GENERAL

BACKGROUND

The ability to order complete room packages of furniture, furnishings and services (references to “services” under this section apply to installation, warehousing and staging only) from a single source represents significant savings in terms of time, convenience, and cost to the Department of Defense personnel. In the absence of a single source, Housing Managers would be forced to contract with multiple vendors. The number of vendors bears a direct relationship to cost and administrative complications. For example, contracting with multiple vendors would: 1) require apportioning allotted funds to cover separate procurements; 2) result in duplication of administrative costs to solicit, enter into, and administer each agreement; 3) require extra resources to coordinate deliveries/shipment and monitor schedules; 4) increase warehousing and consolidation costs; and 5) result in loss in freight shipment economics.

Accordingly, this new multiple award schedule covering Package Furniture Program (hereinafter referred to as the Program) is established to provide dormitory and quarters furniture, office furniture & systems, healthcare furniture, furnishings and services for Defense and Civilian personnel stationed in the United States and abroad. This program may also be used by other agencies requiring the package room concept.

PURPOSE/OBJECTIVE

The purpose of this program is to provide Customers with a contractual document to satisfy their requirements for package room furnishings and services. Two of the primary objectives under this program are: 1) ease of ordering and 2) provide for a turn-key operation.

Personnel

This process will require a prime contractor to be responsible for providing a package room of furnishing and services. The furnishings and services are broken down into 4 categories: 1) Core items; 2) Mandatory optional items; 3) Optional items; and 4) Services. Prime contractors receiving awards under this solicitation must have the capability to supply the required pieces of furnishings and services as specified under this solicitation.

Quality

The Government contemplates making multiple contracts under this solicitation, reflecting various quality levels of furnishings. It is the intent of the Government to make available furniture prices composed of the middle to upper levels of quality under this program. It will be the responsibility of the prime contractor to offer products in line with this quality requirement and related requirements specified elsewhere in this solicitation.

DEFINITIONS

Definitions of terms and conditions will be provided at the end of this PSOW.

The following subjects will be defined:

Installation Carpet

Installation (remaining items)

Warehousing

Staging

C. 4 CONTRACTOR PROVISIONS

Prime contractors may be awarded contracts for packaged room furniture and furnishings provided that the following conditions are met:

(A) Prime contractor must establish binding agreements with sub-contractors that will ensure they have the capability to supply the Government with all the core items, mandatory optional items and services specified in this solicitation. The core items, mandatory optional items and services must be available during the entire period of the awarded contract.

(B) It will be the responsibility of the prime contractor to consolidate the items at their specified locations(s); accordingly, the prime contractor must have adequate warehousing facilities to accommodate the consolidation of the packaged room furniture and furnishings

items. This responsibility requires inspection of the supplies to ensure that they comply with contract requirements. The prime contractor will also be responsible for repackaging of the items, if required, for shipment to the ultimate destination.

(C) The prime contractor will be responsible for the staging of the supplies at the ultimate destination whenever required by the customer agencies. The prime contractor must have adequate staging facilities available to meet this requirement.

(D) The prime contractor will be responsible for inside delivery of supplies at the ultimate destination whenever required by the customer agencies. The prime contractor must have adequate personnel for this purpose. Customer confirmation that this service was performed by the prime contractor will be required for invoicing/billing purposes.

(E) The prime contractor will be responsible for the installation of supplies at the ultimate destination whenever required by customer agencies. The prime contractor must have adequate personnel with expertise in this area to meet this requirement. Customer confirmation that this service was performed by the prime contractor will be required for invoicing/billing purposes.

(F) The prime contractor will be responsible for all items/services supplied by the subcontractors. Replacement orders arising from incorrect, damaged or defective items shall be corrected by the prime contractor.

(G)The prime contractor will be responsible for providing a menu of services as noted in the Schedule of Item (Section B of the solicitation). These services must be provided whenever ordered by the customer. The prime contractor must have the capability to provide a turn-key operation whenever required by the customer.

(H) The offeror will be responsible for obtaining all required testing reports as indicated under “Specific Tasks” of this PSOW.

C.5 **SPECIAL TASK – Dorm & Quarters**

Under this program, furnishings and services will be available as “package” orders, i.e. a complete barrack/dormitory bedroom/suite. A lounge area will be also required. To accommodate individual requirements to the greatest extent practicable, **furnishings will be available in three color schemes (earthtones, blue and green) for each of the three (3) respective styles that are TRANSITIONAL, CONTEMPORARY AND TRADITIONAL.**

The expressed purpose of this program is to provide a complete room of furnishings and services, however, there is a limited number of items that are necessary mandatory and/or optional due to variation in room sizes and configurations, i.e. carpet, window treatment, etc. The core, mandatory items and optional items are listed below.

The prime contractors for each offer will be responsible for the entire package room furnishings and services, including a minimum one year warranty on all furniture and furnishing items. A longer warranty may receive consideration in the evaluation of offers. Each core package room grouping and alternative room packages will receive a National Stock Number.

The following items are **OPTIONAL ITEMS.** Prime contractors are not required to provide these items, however, they may be requested by a customer.

Loft Bed Unit
Wall Unit (drop lid desk unit with task light)
TV Armoire
Desk Carrel w/light
Entertainment/Refrigerator Unit
Guest Table
Side Chairs
.Silk Plants

*In accordance with the Javits-Wagner O’ Day Act, Mattress/Boxsprings are mandatory source items reserved for the following entities and should be ordered through these organizations, IF POSSIBLE, to satisfy this acquisition.”

National Industries for the Blind
1901 N. Beauregard Street, Ste. 200
Alexandria, VA 22311
Attn: Mary Johnson, Senior Contract Administrator
(703)578-6512

UNICOR
Federal Prison Industries
320 First St., NW
Washington, DC 20534-2882
(202) 508-8545

The prime contractor will be required to have the capability to offer and provide the following services:

Services

Installation Carpet
Installation (Remaining Items)
Staging
Warehousing

To ensure availability, furniture and furnishings supplied under this contract shall be commercial type products. Commercial items are supplies or services regularly used for other than Government purposes and sold or traded to the general public in the course of normal business operations.

DEFINITION:

Installation (Carpet)

A "clean floor" is one whose condition is appropriate to accept carpet with no addition preparation other than possible sweeping clean. Sub floor preparation (take-up and disposal of existing floor covering, flashpatching for uneven floor, extensive cleaning, cost of temporary warehousing, etc.) is not covered by this contract and may be negotiated with the customer agency on an open market basis.

Package Room Construction Specifications and Matrix for Casegoods

Minimum general construction specifications for casegoods.
(Apply to all applicable construction grades.)

1. Solid wood components. Exposed parts shall be free of any defects that affect appearance, strength or serviceability. Unexposed parts shall be free of any defects that affect their strength or serviceability. Wood parts shall be dried to a moisture content of 5 to 7%.
2. Plywood veneer panels. Plywood panels shall be balanced construction to prevent warpage. Face veneers shall be flat cut. High visibility panels such as end panels, tops and drawer fronts shall be bookmatched and be matched for grain and color uniformity.
3. High pressure laminate panels. Laminate panels shall have a balancing backer sheet or face laminate glued to the back side. Laminates on horizontal surfaces such as writing surfaces and top panels shall be HGS grade per NEMA LD 3. Laminate on vertical surfaces such as end panels shall be minimum VGL grade per NEMA LD 3.
4. Joinery. All joints shall be machined true and even to ensure structural strength and integrity. Woodworking joints such as mortise and tenon, tenon and groove, spline or dowels are required. Joinery shall be reinforced as needed with corner blocks and cleats, glued and screwed in position. All furniture, except wardrobes, shall be shipped fully assembled. Ready to Assemble (RTA) furniture, except wardrobes, is not acceptable. Wardrobes may be shipped RTA.

Construction grades: In order to offer furniture in this program, it must comply with one of the following construction grades. See attached matrix

Dormitory Quality (Heavy Duty) Construction

"D" = "Dormitory Quality"

Drawer construction for wood "Dormitory Quality" construction. Drawer sides and backs shall be minimum 11 mm thick solid wood or plywood/laminated wood. Drawer bottoms shall be minimum 6 mm thick white vinyl covered hardboard, shall be grooved into the drawer body on four sides and shall be reinforced on four sides with a continuous bead of hot-melt glue. Drawer suspensions shall be steel, epoxy coated, side guide type with a 45 kg load rating at 455 mm drawer extension. Drawer fronts shall be as specified below.

Drawer suspension requirements for steel and steel/HPL "Dormitory Quality" construction.

Drawer suspensions on steel or combination steel/HPL units shall be painted or plated steel side guide type. All suspensions shall have a 45 kg load rating at 455 mm drawer extension."

D 1. Solid wood. (Type D1 Solid wood) Components including end panels, doors, drawer fronts shall be solid wood. Writing surfaces and tops of chests etc. shall be high pressure laminate over a suitable core with minimum 3 mm wood edgeband. Back panel shall be plywood.

D 2. Wood veneer. (plywood)

- A. Over lumber core or multi-ply wood veneer core. (Type D2A plywood) Components including end panels, doors, drawer fronts shall be Type D2A Plywood or a combination of Type D2A plywood and solid wood. When edgeband is used it shall be at least 3 mm wide solid wood. Writing surfaces and tops of chests etc. shall be high pressure laminate over a suitable core with minimum 3 mm wood edgeband. Back panel shall be plywood or hardboard.
- B. Over medium density fiberboard (MFD) or particleboard with edgeband. (Type D2B plywood) Components including end panels, doors, drawer fronts shall be Type D2B Plywood or a combination of Type D2B plywood and solid wood. Minimum 25 mm wide solid wood band is required on at least the top, front and bottom edges of end panels, top and side edges of drawer fronts, all edges of doors, front edge of shelves. Writing surfaces and tops of chests etc. shall be high pressure laminate over a suitable core with minimum 3 mm wood edgeband. Back panel shall be plywood or hardboard.

D 3. High Pressure Laminate.

- A. Over lumber core or multi-ply wood veneer core. (Type D3A laminate panel) Components including end panels, doors, drawer fronts shall be Type D3A laminate panel. When edgeband is used it shall be at least 3 mm thick wood or PVC. Writing surfaces and tops of chests etc. shall be high pressure laminate over a suitable core with minimum 3 mm wood edgeband. Back panel shall be plywood or hardboard.
- B. Over medium density fiberboard (MFD) or particleboard with edgeband. (Type D3B laminate panel) Components including end panels, doors, drawer fronts shall be Type D3B laminate panel. Minimum 25 mm wide solid wood band is required on at least the top, front and bottom edges of end panels, top and side edges of drawer fronts and all edges of doors. Minimum 3 mm wide solid wood or PVC band is required on, front edge of shelves. Writing surfaces and tops of chests etc. shall be high pressure laminate over a suitable core with minimum 3 mm wood or PVC edgeband. Back panel shall be plywood or hardboard.

D 4. Steel. All components shall be steel except tops which shall be high pressure laminate over a suitable core. Edgeband shall be minimum 0.7 mm thick. Drawer suspensions shall be steel, side guide type.

D 5. Steel/High Pressure Laminate Combination Construction

All components shall be a combination of steel and high pressure laminate over a suitable core. High pressure laminate panels typically are top, end panels and drawer fronts. Drawer bodies shall be either steel or wood. Components such as back panel, base assembly and rails are typically steel. Drawer suspensions shall be steel, side guide type.

Residential Quality Construction

“R” = Residential Quality

Drawer and dust panel frame construction for “Residential Quality” construction. Drawer sides and backs shall be minimum 11 mm thick solid wood or plywood/laminated wood. Drawer bottoms shall be minimum 4.5 mm thick plywood and shall be grooved into the drawer body on four sides. Multi-fingered dovetail joinery is required at all four corners of the drawer. Drawer suspensions shall be wood center guide type. Drawer fronts shall be as specified below. Four sided dust frames with dust panels are required between each drawer and at the bottom of the case.

R 1. Solid wood. (Type R1 Solid wood) Components including end panels, doors, drawer fronts shall be solid wood. Back panel shall be plywood. Writing surfaces and tops of chests etc. shall be solid wood.

R 2. Wood veneer. (plywood)

- A. Over lumber core or multi-ply wood veneer core. (Type R2A plywood) Components including end panels, doors, drawer fronts shall be Type R2A Plywood or a combination of Type R2A plywood and solid wood. Edgeband shall be minimum 3 mm thick wood veneer. Back panel shall be plywood. Writing surfaces and tops of chests etc. shall be either R2A plywood or solid wood.
- B. Over medium density fiberboard (MFD) or particleboard with edgeband. (Type R2B plywood)
Components including end panels, doors, drawer fronts shall be Type R2B Plywood or a combination of Type R2B plywood and solid wood. Edgeband shall be minimum 3 mm thick wood veneer. Writing surfaces and tops of chests etc. shall be either R2B plywood or solid wood. Back panel shall be plywood.

Hospitality Quality Construction

“H” = Hospitality Quality

Drawer construction for wood “Hospitality Quality” construction. Drawer sides and backs shall be minimum 11 mm thick solid wood or plywood/laminated wood. Drawer bottoms shall be plywood or hardboard. Drawer fronts shall be as specified below. Drawer suspensions shall be either side or center guide type.

H 1. Solid wood. (Type H1 Solid wood) Components including end panels, doors, drawer fronts shall be solid wood. Writing surfaces and tops of chests etc. shall be either solid wood or high pressure laminate over a suitable core with minimum 0.7 mm wood edgeband. Back panel shall be plywood or hardboard.

H 2. Wood veneer. (plywood)

- A. Over lumber core or multi-ply wood veneer core. (Type H2A plywood) Components including endpanels, doors, drawer fronts shall be Type H2A Plywood or a combination of Type H2A plywood and solid wood. When edgeband is used it shall be at least

0.7 mm thick wood veneer. Drawer sides and backs shall be solid wood or plywood/laminated wood. Writing surfaces and tops of chests etc. shall be either H2A plywood or high pressure laminate. Back panel shall be plywood or hardboard. Drawer suspensions shall be center guide type.

- B . Over medium density fiberboard (MFD) or particleboard with edgeband. (Type H2B plywood) Components including end panels, doors, drawer fronts shall be Type H2B Plywood or a combination of Type H2B plywood and solid wood. Minimum 0.7 mm wide veneer band is required on at least the top, front and bottom edges of end panels, top and side edges of drawer fronts, all edges of doors, front edge of shelves. Drawer sides and backs shall be solid wood or plywood/laminated wood. Writing surfaces and tops of chests etc. shall be high pressure laminate over a suitable core with minimum 0.7 mm wood edgeband. Back panel shall be plywood or hardboard. Drawer suspensions shall be center guide type.

H 3.High Pressure Laminate

- A . Over lumber core or multi-ply wood veneer core. (Type H3A laminate panel) Components including end panels, doors, drawer fronts shall be Type H3A laminate panel. When edgeband is used it shall be at least 0.7 mm thick edgebanding. Drawer sides and backs shall be solid wood or plywood/laminated wood. Writing surfaces and tops of chests etc. shall be high pressure laminate over a suitable core. Back panel shall be plywood or hardboard. Drawer suspensions shall be steel, side guide type.
- B . Over medium density fiberboard (MFD) or particleboard with edgeband. (Type 3B laminate panel) Components including end panels, doors, drawer fronts shall be Type 3B laminate panel. Minimum 0.7 mm wide solid wood band is required on at least the top, front and bottom edges of end panels, top and side edges of drawer fronts, all edges of doors, front edge of shelves. Drawer sides and backs shall be solid wood or plywood/laminated wood. Writing surfaces and tops of chests etc. shall be high pressure laminate. Back panel shall be plywood or hardboard. Drawer suspensions shall be steel, side guide type.

H 4.Steel. All components shall be steel except tops which shall be high pressure laminate over a suitable core. Edgeband shall be minimum 3 mm thick. Drawer suspensions shall be steel, side guide type.

“Construction Grade Requirement Matrix (To be used a quick reference guide only)”

CONSTRUCTION	Minimum 25 mm wood edgeband	Minimum 3 mm edgeband	Minimum 0.7 mm edgeband	Tops	Back panels	Drawer sides and back	Drawer bottom	Drawer suspension	Dust frames and panels between drawers
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Dormitory Quality

D1 Solid Wood	na	Edge of top	Na	High Pressure Laminate (HPL)	Plywood	Solid wood or plywood/ laminated wood	White vinyl covered hardboard	Steel side guide 45 kg	na
D2A Wood Veneer lumber core veneer core	na	All panels when edgeband is used	Na	HPL	Plywood or hardboard	Solid wood or plywood/ laminated wood	White vinyl covered hardboard	Steel side guide 45 kg	na
D2B Wood Veneer Particleboard/ MDF core	All other panels including End panels Drawer fronts Doors	Shelves Edge of top	Na	HPL	Plywood or hardboard	Solid wood or plywood/ laminated wood	White vinyl covered hardboard	Steel side guide 45 kg	na
D3A Laminate lumber core veneer core	na	All panels when edgeband is used	Na	HPL	Plywood or hardboard	Solid wood or plywood/ laminated wood	White vinyl covered hardboard	Steel side guide 45 kg	na
D3B Laminate Particleboard/ MDF core	All other panels including End panels Drawer fronts Doors	Shelves Edge of top	Na	HPL	Plywood or hardboard	Solid wood or plywood/ laminated wood	White vinyl covered hardboard	Steel side guide 45 kg	na
D4 Steel	na	na	Edge of top	HPL	Steel	Steel	Steel	Steel side guide 45 kg	na
D5 Steel/HPL	na	HPL panels other than top	Edge of top	HPL	Steel	Steel or wood	Steel or hardboard	Steel side guide 45 kg	na

Residential Quality

R1 Solid Wood	na	na	Na	Solid wood	Plywood	Solid wood or plywood/ laminated wood	Plywood	Wood center guide	Required
R2A Wood Veneer lumber core veneer core	na	All panels (wood edgeband)	Na	Wood veneer	Plywood	Solid wood or plywood/ laminated wood	Plywood	Wood center guide	Required
R2B Wood Veneer Particleboard/ MDF core	na	All panels (wood edgeband)	Na	Wood veneer	Plywood	Solid wood or plywood/ laminated wood	Plywood	Wood center guide	Required

Hospitality Quality

H1 Solid Wood	na	na	Edge of top when top is HPL	HPL	Plywood or hardboard	Solid wood or plywood/ laminated wood	Plywood or hardboard	Center or side guide guide	Optional
H2A Wood Veneer lumber core veneer core	na	na	All panels when edgeband is used	HPL	Plywood or hardboard	Solid wood or plywood/ laminated wood	Plywood or hardboard	Center or side guide guide	Optional
H2B Wood Veneer Particleboard/ MDF core	na	na	All panels	HPL	Plywood or hardboard	Solid wood or plywood/ laminated wood	Plywood or hardboard	Center or side guide guide	Optional
H3A Laminate lumber core veneer core	na	na	All panels when edgeband is used	HPL	Plywood or hardboard	Solid wood or plywood/ laminated wood	Plywood or hardboard	Center or side guide guide	Optional
H3B Laminate Particleboard/ MDF core	na	na	All panels	HPL	Plywood or hardboard	Solid wood or plywood/ laminated wood	Plywood or hardboard	Center or side guide guide	Optional
H4 Steel	na	na	Edge of top	HPL	Steel	Steel	Steel	Steel side guide	na
H5 Steel/HPL	na	na	All HPL panels	HPL	Steel	Steel or wood	Steel or hardboard	Steel side guide	na”

PACKAGE ROOM TEST REQUIREMENTS FOR SEATING

Upholstered furniture shall meet all applicable testing currently required under Schedule 71-I. A copy of the Schedule listing all current vendors having upholstered furniture meeting these requirements is available from GSA/FSS/3FNH telephone 703/305-6634. For suppliers not using upholstered furniture on schedule, a copy of the 71-I solicitation and amendments, which include technical requirements, are also available from 3FNO on 703-305-5894. If upholstered furniture offered, is on GSA contract, provide contract number and date test was performed. If upholstered furniture offered is not on GSA contract, submit required testing as defined in last 71-I solicitation.

- Upholstered furniture intended for use in packages with **Dormitory Quality** (Heavy Duty) case pieces and used in **Lounge/Dayroom** packages shall meet the **heavy** service acceptance level.
- Upholstered furniture intended for use in packages with **Hospitality Quality** case pieces shall meet the **medium** (minimum) service acceptance level.
- Upholstered furniture intended for use in packages with **Residential Quality** case pieces shall meet the **light** service (minimum) acceptance level.

Desk chairs intended for use in packages with **Dormitory Quality** (Heavy Duty) case pieces shall meet the heavy service acceptance level as defined in FNE 80-214. When sled base chairs are tested, the rear inclined portion of the sled base shall be blocked to prevent the chair from tilting over backwards. When performing the Backrest Foundation Test, the load head shall impact at the center of the backrest, perpendicular to the plane of the backrest. Arm test is not performed on armless chairs.

CARPET CONSTRUCTION SPECIFICATIONS FOR PACKAGE FURNITURE

Packaged rooms may be offered with carpet meeting the following general requirements or Navy requirements, at contractor's option. The schedule will identify carpet as meeting either general requirements or Navy requirements.

General carpet requirements: All carpet shall meet applicable testing currently required under schedule 72 I-A, SIN's 31-1 thru 31-16. A copy of the schedule listing all current vendors having carpets meeting these requirements is available upon request. A copy of GSA contract carpet technical requirements is also available upon request. If carpet offered is on GSA contract, list contract number and provide a copy of commercial specifications. If carpet is not on GSA contract, submit required testing and a copy of commercial specifications.

Requirements for Navy recommended carpet: The following was submitted by Navy for their carpet requirements.

Construction: Carpet, tufted or woven, with attached cushion, 12' or 6' widths and cut and bound room size rugs.

Fiber: 100% bulked continuous filament solution dyed, type 6 or 6, 6 hollow filament nylon with stain and soil protection, branded by the fiber producer.

Color: Predominantly blue, green, or earthtones to coordinate with other oriented room accessories. (Although beige and sand are considered earthtones, recommend these light colors not be used for floor coverings since they readily show stains/soil.)

Pattern: Graphics type patterns, multi-colors, heathered appearance (flecked with various colors). No solids.

Surface texture: Level loop, textured loop, cut and loop, tip sheared (for cut and loop, cut portion not to exceed 50% of the total surface; vendor to provide certification)

Finished pile wt.: 26 oz/sy min.

Pile ht. (fin.): 0.187" max. avg.

Density (min.) 5000 (formula: density=pile wt.X36, divided by pile thickness)

Stitches per inch: 8.5 min.

Gauge: 1/8 min.

Tuft bind: 180 oz/sy min.

Backing: Attached urethane or vinyl cushion (with releasable scrim or

other feature promoting easy removal)

Static propensity: 3.5 kv max.

Flammability:

Pill test Pass

Radiant Panel 0.22 W/cm 2 min.

Smoke Density 450 (flaming) max.

Colorfastness 4 @ 60 min.

Warranties: 15 year warranty against: edge ravel, delamination of secondary backing, zippering, more than 10% loss of face fiber

General Carpet Installation requirements: Carpet installation shall be as described in schedule 72 I A, SIN 31-17. Prices cited are for installation in an open, empty office/dormitory/quarters space on a "clean floor." A "clean floor" is one whose condition is appropriate to accept carpet with no additional preparation other than possibly sweeping clean. Subfloor preparation (take-up and disposal of existing floor covering, flashpatching for uneven floor, extensive cleaning, cost of temporary warehousing, etc.) is not covered by this contract and may be negotiated with the customer agency on an open market basis.

WINDOW TREATMENTS AND BEDSPREAD CONSTRUCTION SPECIFICATIONS FOR PACKAGE FURNITURE

Draperies, bedspreads and other window treatments (mini-blinds, shades, etc.) shall meet all parameters required under Schedule **72-II, SIN 722-02**. A listing of all current Schedule vendors is available from GSA/FSS/3FBG, telephone 215/656-3834 or fax 215/656-3841. For suppliers not using products on GSA Schedule, a copy of the 72-II solicitation and amendments which include technical requirements are also available from 3FBG, Philadelphia, PA. **If window treatments and bedspreads offered are on GSA contract, list contract number**

and provide a copy of your contract brochure. If products are not on GSA contract, submit the required testing and/or certifications.

In addition, the following characteristics are required.

Draperies

1. Hardware:

- **Baker Snap-a-Pleat.** Drapery fabric and liner to hang separately, to allow for cleaning of one while the other hangs. (Pleats always stay straight; no pins for easy laundering.) One-hundred percent (2 to 1) fullness required.
- **Ripplefold.** Headings are fabricated with snap tape and are suspended under the track to prevent sagging. Finished drapery panels to be fabricated per instructions in Kirsch Ripplefold Fabrication Guide using 92145 stiffened nylon tape with snaps 4-1/4" on centers.
- Pinch pleat with baton draw, **Grabex 9-809**, with economy or roller glides (used in conjunction with miniblinds).
- **Accordia-Fold.** Drapery headings to be fabricated with Kirsch permanent nonwoven heavy weight 4" buck ram. Finished drapery panels to be fabricated per instructions in Kirsch Accordia-Fold Fabrication Guide.

2. Fabric.

- Inherently flame retardant polyesters (Trevira, Visa)
- Trevira/Visas can be machine washed once or twice annually as needed. All draperies shall be either solid color or print (no casements) in one of the three required color palettes--blue, green or earthtones.

3. Construction.

- **Finished width** of drapery must be equal to the width of drapery when fully closed, to include width of drapery rod and any overlaps and returns.
- **Side hems** shall be 1-1/2" doubled and blind stitched. Multiple widths shall be joined by surging with an overlocking stitch.
- **Bottom hems** shall be a 4" full double twined and finished with a blind stitch machine of 2 to 1 ratio and not less than 50/3 threads.
- **Thread** shall be first quality polyester-cotton. **Nylon thread is not acceptable.**
- **Drapery lining fabric** shall have a 2" bottom hem, tabled 1" from bottom of drapery. Lining shall hang independent of drapery fabric on separate rod. Options for blackout lining and thermal control should be made available.

Mini-Blinds

NOTE: Mini-blinds are used in conjunction with drapery when separate rod with lining is not desirable.

1. One-inch wide **slats**, thickness .008 inches, heat treated, spring tempered, aluminum alloy before painting. **Vinyl blinds are not acceptable. Vendor must be prepared to provide proof of slat thickness.**
2. **Headrail** shall be 1" x 1.50" x .024 steel, treated to resist corrosion, formed in a U-shaped profile with rolled edges.

Headrail shall be coated with a baked-on enamel finish to match slats. Hardware to be enclosed in the Headrail.

3. **Tilter mechanism** shall be fully enclosed with engineered polymer housing, with clutch feature to protect ladder tapes. Mechanism shall be worm and gear construction; worm gear and shaft shall be of die-cast metal. Mesh gear shall be of self-lubricating polymer. (Only the mesh gear should be plastic type material.)
4. **Tilt wand** shall be clear acrylic with **tubular** construction, 7/16" in diameter, ribbed, and detachable without tools. **Solid wands are unacceptable** because of their tendency to warp in high heat.
5. **Bottom rail** shall be steel, treated to resist corrosion, with baked-on enamel paint to match slats. Formed with a double lock seam into a closed oval, not an overlaying slat. Bottom rail shall have color coordinated thermoplastic end caps and shall accept hold-down pins to secure the bottom rail to jamb or sill. **All blinds must have a closed bottom rail.**
6. **Braided ladders** must be 100 percent polyester yarn of a color compatible with slats. Spacing shall be no more than 3/4", approximately 15.2 slats per foot of drop, providing for tight closure, optimum privacy and light control. **Tape ladders are prohibited.**

Bedspreads

- Bedspreads and draperies shall match or be color coordinated.
- **Fabric** shall be inherently flame retardant polyester (Trevira, Visa).
- **Quilting pattern** shall be diamond, onion or comforter (no quilting) style. (Dust ruffles shall be used when appropriate with the specified bedspread.) **The top fabric of quilted bedspreads shall be pre-seamed prior to quilting.**
- **Polyester fill** shall be minimum 5 oz/sy.
- **Backing** shall be a polycotton (50% polyester/50% cotton blend) to prevent bedspread from sliding off bed.
- **Thread** shall be first quality polyester-cotton. **Nylon thread is not acceptable**

Basic **styles** include: throw, throw with jumbo welt, reverse sham, kick pleat with welt, kick pleat, waterfall, mock-fitted.

Throw spreads and coverlets shall be finished in one piece with rounded corners. **Fitted spreads and coverlets** shall be finished with a welting cord around the top of the corner gussets, and the vertical lines of the drop at the corners shall have a plain hem.

Room Packages:

Prime contractor may offer product from more than one casegoods manufacturer however, the prime contractor must submit a separate offer for each casegoods manufacturer. These packages may be traditional, transitional or contemporary style and may come from one or more casegood lines from one casegoods manufacturer. In each room type a prime contractor shall offer one core package before he may offer alternative room packages. (Please note that there is no core/alternative room package distinction made for the lounge room.)

Mandatory Items:

Mandatory items listed shall be offered. Items listed may be used by the offeror for supplementing Core and Alternative Package Rooms.

Optional items:

Optional items may be offered. Items listed may be used by the offeror for supplementing Core and Alternative Package Rooms.

Specification/Test Requirements:

The furniture casegoods, seating pieces, carpet, window treatments, bed spreads, mattresses/box springs, wall art and lamps/task lights shall meet applicable specification requirements in this solicitation.

Matrix Requirements:

Offeror are required to complete the enclosed Construction and Materials Data (CMD) sheet for each line of furniture offered in room packages. We will review these CMD sheets and assign the line to a specific **construction grade** as defined elsewhere in this solicitation. These construction grades shall be included in the Package Room Catalog in a **construction grade matrix**.

Color Schemes:

The carpet, window treatments, bed spreads, wall art and upholstery materials, which are part of the “package room” program, shall coordinate with each other and shall be offered in each of the following color schemes.

Blue

Green

Earthtones (such as gray, tan, sand, beige, brown, rust, terra cotta)

Room Types:

1. **Sleeping room** (intended for use by enlisted personnel, officers, or VIP's) Core Package Sleeping Rooms shall designed to fit a 180 ft² space.
2. **Suite** (intended for use by enlisted personnel, officers, or VIP's)
A typical suite consists of a 180 ft² sleeping room and an adjoining 180 ft² lounge room.
3. **Lounge/dayroom** (intended for use by enlisted personnel or officers)

1. Sleeping Room

Core sleeping room package.

(NSN assigned)

One core sleeping room required to be offered before alternative sleeping room packages may be offered.

Shall include:

- single bed
- desk
- desk chair
- night stand
- dresser
- mirror (framed wood or metal)
- table lamp
- desk lamp
- floor lamp

Alternative sleeping room packages. (NSN's are assigned to each package)

These are part of the remaining eight room packages that may be offered by each manufacturer.

Shall include at least the following items, or pieces that perform the following functions:

- sleeping surface (bed such as captain's, bunk, single, double, queen, king, headboard with frame or headboard with footboard, i.e. 4 poster bed for VIP's)
- writing surface (desk, drop lid wall unit, table desk)
- place to sit (desk chair)
- clothes storage drawers (chest, dresser, wall unit)
- Lamp for use at writing surface (desk lamp, task light)

Sleeping Room mandatory items

The following items shall be offered

- Carpet (ordered by square yard).
- Window treatment (ordered by window size)
- Recliner/lounge /rocker
- Wardrobe
- Wall art
- Bedspread (ordered to fit bed.)
- Mattress/boxsprings
- Mirror (framed wood or metal)

Sleeping Room Optional items

The following items may be offered. Additional items may be offered but are subject to final approval by the contracting officer.

- Loft bed unit
- Wall unit (drop lid desk unit with task light)
- TV Armoire
- Desk carrel w/ light
- Entertainment/refrigerator unit
- Guest table
- Side chairs
- Silk plants

2. Suite**Core suite package.** (NSN assigned)

One core suite shall be offered before alternative suite packages may be offered.

Core suite must include the following pieces:

Sleeping room of suite:

- double bed
- desk
- desk chair
- night stand
- dresser
- mirror (framed wood or metal)
- table lamp
- desk lamp
- floor lamp
- bedspread

Lounge room of suite

- Sofa (two or three seat)
- Lounge chair/recliner
- End table
- Coffee table
- Lamp, floor
- Lamp, table

Alternative suite packages. (NSN's are assigned to each alternative suite package.)

These are part of remaining eight room packages that may be offered by each manufacturer

Shall include at least the following items, or pieces that perform the following functions:

Sleeping room of suite.

- sleeping surface (bed such as captains, bunk, single, double, queen, king, headboard with frame or headboard with footboard, i.e. 4 poster bed for VIP's)
- writing surface (desk, drop lid wall unit, table desk)
- place to sit (desk chair)
- clothes storage drawers (chest, dresser, wall unit)
- Lamp for use at writing surface (desk lamp, task light)

Lounge room of suite

- Sofa (two or three seat)
- Lounge chair/recliner
- End table
- Coffee table
- Lamp, floor
- Lamp, table

Suite mandatory items

The following items shall be offered

- Carpet (ordered by square yard) Shall be provided in three colors to coordinate with room packages. Carpet shall meet specification requirements specified elsewhere in this solicitation.
- Window treatment (ordered by window size) Shall be provided in three colors to coordinate with room packages. Window treatments shall meet specification requirements specified elsewhere in this solicitation
- Recliner/lounge /rocker
- Wardrobe
- Wall art
- Bedspread (ordered to fit bed. Shall meet specification requirements specified elsewhere in this solicitation
- Mattress/boxsprings
- Mirror (framed wood or metal)

Suite optional items

The following items may be offered. Additional items may be offered but are subject to final approval by the contracting officer.

- Loft bed unit
- Wall unit (drop lid desk unit with task light)
- TV Armoire
- Desk carrel w/ light
- Entertainment/refrigerator unit
- Guest table
- Side chairs
- Silk plants
- Dining table with chairs

3. Lounge/dayroom.

Lounge package. (NSN assigned)

Shall include the following pieces:

- Sofa (two or three seat)
- Lounge chair/recliner
- End table
- Coffee table
- Lamp, floor
- Lamp, table
-

Lounge mandatory items

The following items shall be offered

- Carpet (ordered by square yard)
- Window treatment (ordered by window size)
- Rocking chair/recliner
- TV Armoire
- Wall art
- Ottoman

Lounge optional items

The following items may be offered. Additional items may be offered but are subject to final approval by the contracting officer.

- Wall unit (drop lid desk unit with task light)
- Desk carrel w/ light
- Entertainment/refrigerator unit
- Game table
- Side chairs
- Silk plants

MATTRESS AND BOX SPRING REQUIREMENTS FOR PACKAGE FURNITURE

Mattresses for all package room types shall be Unicor (FPI) "Royal Court" or equal and shall meet the following requirements. These requirements are based on a single bed mattress. Mattresses for double, queen and king size beds shall have correspondingly more coil springs etc.

- **Springs:** Minimum 364 coil Bonnell Spring Unit (single bed) with minimum 12 3/4 gauge coils to produce an "extra firm" mattress.
- **Boarder rod:** Minimum 6 gauge continuous.
- **Edge stabilizers:** Minimum 8 each mattress.
- **Insulator pad:** minimum 1/4" fiber resin
- **Cotton stitch pad:** Minimum 4 1/2 lb., each side.
- **Overwrap pad:** minimum 1/2" thick, hog-ringed to spring unit.
- **Foam topper pad:** 1/2 " minimum.
- **Ticking:** Damask quilted to minimum 1/2" foam.
- **Flange:** Typar
- **Handles and vents:** required.
- **Closing tape:** minimum 7/8", required to match ticking.

Box Spring for all package room types shall meet the following requirements.

- **Coils:** Minimum 9 1/2 gauge steel.
- **Boarder wire:** 3 gauge continuous.
- **Pads:** 1/2" high loft
- **Corner guards and lift handles:** required.

WALL ART AND SILK PLANT REQUIREMENTS FOR PACKAGE FURNITURE

Wall art for package sleeping rooms intended for transient use, shall meet the following requirements.

- I. **Subject matter:** Landscapes (especially old masters), flora and fauna, some abstracts, some photographic landscapes.
- I. **Frames:** Wood or aluminum (brass finished aluminum is acceptable), brass frames are not acceptable. Frame design shall be compatible with packaged room decor.
- II. **Size:** For over single bed: 20 to 30" wide by 26 to 36" high.
- III. **Construction:**
 - A. All art work shall be dry mounted (heat vacuum press). Artwork shall be protected and remain flat. This process shall remove air and moisture from the work when it is mounted. It shall also eliminate bubbling and wrinkling in high humidity environments.
 - B. All mats shall be bevel cut.
 - C. Wood moldings shall be a close match to the finish of the furniture in the room.
 - D. Wood frames shall be properly dried and shaped to prevent warping and twisting. In addition, wood frames shall be warranted against warping and twisting.
 - E. Framed artwork shall be covered with minimum 0.080" clear acrylic to filter out UV light, prevent fading of the artwork and reduce freight damage and injury.
 - F. Security hardware shall be made available as an ordering option with all artwork.

Silk plants for package sleeping rooms intended for transient use. The quality of the silk plants shall be consistent with the quality level of the furniture in the packaged room. Size and shape of the silk plants shall be appropriate for the room size and furniture pieces in the package.

**TABLE, DESK AND FLOOR LAMP AND
TASK LIGHT REQUIREMENTS FOR PACKAGE FURNITURE**

Table, Desk and Floor Lamps for all package rooms shall meet the following requirements.

- Shall be UL listed
- Shall be ceramic, unbreakable ceramic (ceralon), wood, brass, or aluminum.
- Shades shall be cleanable.
- Lamps intended for bedside use shall have base switches.
- Floor lamps shall have three-way switches.
- Lamps intended for use on end tables shall be 27 to 32" high.
- Lamps intended for use on desks, dressers or chests shall be 21 to 32" high.
- Cords shall be heavy duty, three conductor, have a three-prong plug and have a usable 12' cord length.

Task Lights for all package rooms shall meet the following requirements.

- Shall be UL listed.
- Shall be rapid start, minimum 30 W, one tube fluorescent.
- Shall be assembled with switch and three conductor electrical outlet.
- Shall be suitably finished to resist corrosion and provide for easy cleaning. (Brass or brass finish is not acceptable.)
- Shall have a light diffuser over the bulb.
- Cord shall be heavy duty, three conductor, have a three-prong plug and have a usable 12' cord length. Cord shall exit fixture through a strain relief bushing.

Construction, Material and Design (CMD) Sheets

Please complete the following information for each casegoods line offered in a package room. Only one of these sheets needs to be completed for each line, provided all of the pieces in the line are constructed the same way (same materials, construction techniques, joinery etc.) If other pieces in the line are constructed differently, a separate sheet must be completed for these items. All dimensions shall be in millimeters (mm). If unit does not have the indicated item (such as lack of an edgeband on a solid wood drawer front), mark "NA". All components shall meet or exceed a construction type in order for the line to be designated as a particular construction type. Construction type designation for a line is determined by the lowest component designation.

Name/Number of line being offered: _____		
Name of representative item(s): _____ i.e. dresser, chest, wall unit etc.		
Overall wood species or material: _____ oak, maple, walnut / high pressure laminate / steel		
	Construction type: (D3B, R2A, H1 etc.)	Written description of construction.
End panels:	_____	_____ material, (solid, plywood, steel etc.) core material _____ face material face mat. thickness panel thickness
End panel edgeband	_____	_____ material location (top/bottom/front/back edge) thickness
Back panel	_____	_____ material, (solid, plywood, steel etc.) core material _____ face material face mat. thickness panel thickness
Doors	_____	_____ material, (solid, plywood, steel etc.) core material _____ face material face mat. thickness panel thickness
Door edgeband	_____	_____ material location (top/bottom/side edges) thickness
Writing surface	_____	_____ material, (solid, HPL.) core material _____ face material (HPL) HPL thickness panel thickness,
Writing surface edgeband	_____	_____ material location (front/side/back edges) thickness

Drawer fronts	_____	_____ material, (solid, plywood, steel etc.) core material _____ face material face thickness panel thickness
	Construction type: (D3B, R2A, H1 etc.)	Written description of construction (cont'd.)
Drawer front edgeband	_____	_____ material location (top/bottom/side edges) thickness
Drawer sides and back	_____	_____ material, (solid, plywood, laminated, steel etc.) core material (multiply veneer core) _____ face material (oak veneer etc.) thickness,
Drawer bottoms	_____	_____ material, (solid, plywood, steel etc.) core material _____ face material panel thickness
Drawer joinery	_____	_____ multifinger dovetail, French dovetail, dado, lap and stapled, etc.
Drawer bottom joinery	_____	_____ grooved 3/4 sides, method of reinforcement (stapled, hot melt, etc.)
Drawer suspensions	_____	_____ material, finish, location on drawer (side guide, center guide etc.) load rating
Dust frames and dust panels	_____	_____ frame material panel material dust panel thickness location in case

Carpet	_____
	Construction _____
	_____ Fiber
	_____ Color
	_____ Pattern
	_____ Surface texture
	Finished pile wt.: _____
	Pile ht.: _____
	Density (min.) _____
	Stitches per inch: _____
	Gauge: _____
	Tuft bind: _____
	Backing: _____
	Static propensity: _____
	Flammability:
• Pill test _____	
• Radiant Panel _____	
• Smoke Density _____	
• Colorfastness _____	
Warranties: _____	

Window treatments	<hr/> <div>Description</div> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
Bedspread	<hr/> <div>Description</div> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
Mattress/boxspring	<hr/> <div>_____ Descriptions</div> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

Wall art	<div>Descriptions</div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>
Lamps/task light	<div>Descriptions</div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**1. SAMPLE BOARDS**

Prime Contractors will have to submit with their offer, the following:

A. 600 x 900 mm presentation boards with the following information:

- (1) Title and text to include:
Room Type (sleeping room, suite, etc.), Construction grade of the case pieces, Name of Prime Contractor, Names of all product suppliers of items on the board, Manufacturer's part numbers of all items on the board.
- (2) 300 x 600 mm (approx.) color photo or color artist's renderings of the core room package.
- (3) Minimum 50 x 50 mm sample of the wood finish used on the case goods.
- (4) Minimum 50 x 50 mm sample of the upholstery fabric(s) shown, in the three colors available
- (5) Minimum 50 x 50 mm sample of the bedspread fabric shown, in the three colors available.
- (6) Minimum 50 x 50 mm sample of the carpet shown, in the three colors available.
- (7) A minimum of one presentation board is required for each line of furniture used for the core package of each room type offered. For example, if a company is offering three lines of furniture (A,B,C), in each of the three room types (Sleeping, Suite and Lounge), and offers one core package and some alternative room packages for each room type, they will have to present sample boards representative of same. Boards shall include separate sample of each wood finish, upholstery fabric, bedspread fabric and carpet offered for the room(s) as explained in notes (2) thru (6) above. The sample color schemes shall be offered for all core and alternative rooms within a line and room type (Sleeping, Suite and Lounge).

EXAMPLE:

- Line A Sleeping Room core package (board required)
 - alternative package 1 (no separate board required)
 - alternative package 2 (no separate board required)
- Line B Sleeping Room core package (board required)
 - alternative package 1 (no separate board required)
- Line C Sleeping Room core package (board required)
 - alternative package 1 (no separate board required)
- Line A Suite Room core package (board required)
 - alternative package 1 (no separate board required)
 - alternative package 2 (no separate board required)
- Line B Suite Room core package (board required)
 - alternative package 1 (no separate board required)
- Line C Suite Room core package (board required)
 - alternative package 1 (no separate board required)
 - alternative package 2 (no separate board required)
- Line A Lounge Room core package (board required)
 - alternative package 1 (no separate board required)
 - alternative package 2 (no separate board required)
 - alternative package 3 (no separate board required)
- Line B Lounge Room core package (board required)
 - alternative package 1 (no separate board required)
 - alternative package 2 (no separate board required)
- Line C Lounge Room core package (board required)

In addition, individual photos or line drawings shall be provided for items that are included in the alternative room packages, but are not shown in the illustration of the core package room. These photos/line drawings shall be provided either on the sample board or clearly referenced in catalogs/brochures, which are provided.

2. OFFER PREPARATION

Completed Construction Material Data (CMD) Sheets for the items being offered in each package. If the same line is being offered for more than one package, only one CMD sheet needs to be provided.

Offers submitted under Solicitation 3FNH-95-A039-N which contain casegood items currently covered by another vendor under existing Package Room contracts are acceptable under the following proviso.

Any casegood grouping offered as a package can not exceed 60% of already awarded items. Example: If Vendor "A" offered casegoods consisting of 10 pieces and Vendor "B" already has 7 of the same pieces under an existing contract, Vendor "A's" offer exceeds the 60% allowance of the same pieces, therefore, Vendor "A" offer will be determined to be identical items and rejected. Casegood pieces are defined as bunk beds, dressers, night stands, headboards, wardrobes, wall units, tables, desks, chairs, entertainment units, chest, or any pieces comprising a complete line of furniture.

Casegood suppliers must have complete lines of furniture to accommodate the core, mandatory and optional items for the room groupings.

3. Mattress/Boxspring

In accordance with Javits-Wagner O' Day Act, mattress/boxsprings are mandatory source items reserved for the following entities and should be ordered through the below organizations, **if possible**, to satisfy this acquisition:

National Industries for the Blind
1901 N. Beauregard Street, Suite 200
Alexandria, VA 22311
Attn: Mary Johnson, Senior Contract Administrator
(703) 578-6512

UNICOR
Federal Prison Industries
320 First Street, N.W.
Washington, D.C. 20534
(202) 508-8545

4. Testing/Certifications

Testing previously accepted under existing contracts is acceptable, provided that, certification is made that all testing requirements are still being met. These certifications should be submitted with this offer.

END OF SECTION A

SECTION B - PACKAGED OFFICES/CONFERENCE ROOMS
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The requirements listed in this section of the solicitation apply to Section B of the Schedule, Packaged Offices and Conference Rooms

QUESTIONS AND ANSWERS

The multiple award Federal Supply Schedule for Packaged Offices and Conference Rooms will contain certain features, which differ from a standard multiple award schedule. Several of these features are explained below in a question and answer format:

Q: Can items which are already on another GSA contract be offered?

A: Yes, offerors are encouraged to offer items which are already under another GSA contract. Items offered which are already under contract shall be identified in the offer on page 65.

Q: When items that are already under another contract are offered, does the pricing have to be re-negotiated?

A: No, items already under contract may be accepted without further negotiation.

Q: What are the mandatory items which must be offered in order to be considered for award?

A: An offer must include the minimum mix of items required for a packaged office or conference room. This minimum is as follows:

Packaged offices - Offerors shall offer at least a Work surface (e.g. desk, L-unit workstation, table desk), Storage unit (e.g. lateral file, credenza), and Ergonomic Desk chair.

Packaged conference rooms: Offerors shall offer at least a Conference Room Table, and Conference Room Chair.

Except for the above, all other items are optional.

Q: Will a customer be able to purchase a single item from this schedule?

A: No, single items can not be ordered under this schedule. The purpose of this schedule is to provide a "package of items" for an office or conference room. The minimum order for under this schedule shall include at least two (2) different furniture items (e.g. desk, chair, L-unit workstation, sofa), and one (1) item from either the furniture/ appliance or furnishing category (e.g., bookcase, carpet, wall art, etc.). If a customer wishes to purchase a single item, he/she should use the appropriate schedule for that item (e.g., 71-II, 72-I, etc.)

Q: Will testing be required?

A: If the item is already on GSA contract, then no. Testing requirements for items not already on GSA contract are as outlined in the Technical Requirements Section of the Solicitation.

Q: Are there any special brochure requirements?

A: No, the standard multiple award schedule brochure requirements apply.

Q: What are the warranty requirements?

A: The standard commercial warranties will apply. For items not manufactured by the contractor, the manufacturer's warranty will "pass through" to the customer.

Q: Is Systems furniture allowed under this schedule?

A: No, based on industry input, systems furniture is not included at this time.

Q: How are installation, warehousing, staging, and ancillary services billed?

A: Special Item Number 658-2 includes these services, which are to be negotiated, quoted and billed on a line by line basis as applicable, based on commercial practice.

Q: How are contractors compensated for intangible costs such as coordination of deliveries, quality control and inspection, contract administration, etc.?

A: Special Item Number 658-2 contains Administrative Services, which includes these types of services. The charges are to be negotiated with the customer, and appear as a separate line item on quotes and bills.

Q: Who is responsible for late deliveries?

A: The prime contractor is responsible, even if it is because of a late delivery by a sub-contractor/supplier.

Q: What is the contract period?

A: The contract period will be date of award for five years, with an option to extend for another five years.

Q: When are the "open seasons" to submit new offers?

A: The solicitation will remain open as a standing solicitation (See clause A-FSS-11). Offers may be submitted at any time.

BACKGROUND

The ability to order complete packaged room furnishings and services from a single source represents significant savings in terms of time, convenience, and cost to the Federal personnel. In the absence of a single source, procurement personnel would be forced to contract with multiple vendors. The number of vendors bear a direct relationship to cost and administrative complications. For example, contracting with multiple vendors would: 1) require apportioning allotted funds to cover separate procurements; 2) result in duplication of administrative costs to solicit, enter into, and administer each agreement; 3) require extra resources to coordinate deliveries/shipment and monitor schedules; 4) increase warehousing and consolidation costs; and 5) result in loss in freight shipment economics. Accordingly, this new section of the multiple award schedule covering **Packaged Offices and Conference Rooms** is established for packaged offices and conference rooms, including installation and ancillary services for GSA customers worldwide.

PURPOSE/OBJECTIVE

The purpose of this program is to provide procurement personnel with a contractual document to satisfy their requirements for package office and conference rooms and related services. Two of the primary objectives under this program are: 1) ease of ordering and 2) to provide for a turn-key operation.

Personnel

This process will require a prime contractor to be responsible for providing a packaged office of furnishing and services. Prime contractors receiving awards under this solicitation must have the capability to supply the required pieces of furnishings and services as specified.

Quality

The Government contemplates making multiple contracts under this solicitation, reflecting various quality/usage levels of furnishings. It is the intent of the Government to make available furniture prices composed of the middle to upper levels of quality under this program. It will be the responsibility of the prime contractor to offer products in line with this quality requirement and related requirements specified elsewhere in this solicitation.

CONTRACTOR PROVISIONS

Prime contractors may be awarded contracts for packaged room furniture and furnishings provided that the following conditions are met:

- (A) Prime contractor must establish binding agreements with sub-contractors that will ensure they have the capability to supply the Government with all the offered items and services specified in this solicitation. The offered items and services must be available during the entire period of the awarded contract.
under this solicitation.
- (B) It will be the responsibility of the prime contractor to consolidate the items at their specified locations(s); accordingly, the prime contractor must have adequate warehousing facilities to accommodate the consolidation of the packaged room furniture and furnishings items. This responsibility requires inspection of the supplies to ensure that they comply with contract requirements. The prime contractor will also be responsible for repackaging of the items, if required, for shipment to the ultimate destination.
- (C) The prime contractor will be responsible for the staging of the supplies at the ultimate destination whenever required by the customer agencies. The prime contractor must have adequate staging facilities available to meet this requirement.
- (D) The prime contractor will be responsible for inside delivery of supplies at the ultimate destination whenever required by the customer agencies. The prime contractor must have adequate personnel for this purpose. Customer confirmation that this service was performed by the prime contractor will be required for invoicing/billing purposes.
- (E) The prime contractor will be responsible for the installation of supplies at the ultimate destination whenever required by customer agencies. The prime contractor must have adequate personnel with expertise in this area to meet this requirement. Customer confirmation that this service was performed by the prime contractor will be required for invoicing/billing purposes.
- (F) The prime contractor will be responsible for all items/services supplied by the subcontractors. Replacement orders arising from incorrect, damaged or defective items shall be corrected by the prime contractor.
- (G) The prime contractor will be responsible for providing fabric samples, wood finishes, carpet samples, etc., upon request by the government.
- (H) The prime contractor will be responsible for providing a menu of services as noted in the Technical Requirements and other Sections of this Solicitation. These services must be provided whenever ordered by the customer and included in the contract.
- (I) The offeror will be responsible for obtaining all required testing reports as indicated in the Technical Requirements Section of this Solicitation.
- (J) The prime contractor will be responsible for printing and distributing the brochures to the customers. The prime contractor will be responsible for the entire packaged office/conference room. To ensure availability, furniture and furnishings supplied under this contract shall be commercial type products. Commercial items are supplies or services regularly used for other than Government purposes and sold or traded to the general public in the course of normal business operations.

Item Listing for Section B - Packaged Offices and Conference Rooms

For each Special Item Number (SIN) offered below, check if offered, and/or enter the offered delivery time:

SIN 71-1 Packaged Offices and Packaged Conference Rooms
--

Minimum Requirements: All offerors must offer at least one package (either an office OR a conference room) under this SIN.

Packaged offices - Offerors shall offer at least a Work surface (e.g. desk, L-unit workstation, table desk), Storage unit (e.g. lateral file, credenza), and Ergonomic Desk chair.

Packaged conference rooms: Offerors shall offer at least a Conference Room Table, and Conference Room Chair.

Optional Items:

ALSO, the items identified in Table 1 of the Technical Requirements package (See page 52) will be accepted under this solicitation on an optional basis, such as case goods, chairs, lounge seating, computer support furniture, accent furniture, office/conference room appliances, partitions, lamps, floor coverings, window treatments, wall art, artificial plants, and wall coverings. Additional Items not listed may be accepted at the discretion of the Contracting Officer.

If Offered, Insert Offered Delivery Time _____

Note: Contractors must receive an award for items listed above in order to be eligible for award of the services listed below.

SIN 71-1 (Cont.) Optional Services (Installation, Staging, Warehousing, Ancillary Services, Site Preparation, Administrative Services)

For installation, ancillary services, staging, warehousing, site preparation, etc., below, offerors shall submit with the offer information on how each optional service offered is priced commercially. This information may include hourly or footage rates, and may vary by zone or city, or may include a percent range as relates to the price of the items (if so, state whether the percentage relates to list or net prices). Also include factors which may cause the standard way of calculating the quotes to vary (e.g., Delivery to be made on nights/weekends, lack of elevators, union involvement, etc.). **The rates negotiated will only apply to services valued at \$500 and below. The reason for the \$500 maximum order is the nature and complexity of the services. Services above \$500 shall be negotiated with the government on a case by case basis, as the customers will be seeking a lower rate than that negotiated for the smaller jobs.**

Note: See Definitions section preceding Sections A and B for a full definition of the below services.

Installation (Optional to Offer)

Installation of packaged offices/conference rooms, Check here if offered _____

Staging (Optional to Offer)

Staging of packaged offices/conference rooms. Check here if offered _____

Delivery of packaged offices/conference rooms that are ordered in one large quantity in stages.

Warehousing (Optional to Offer)

Warehousing of packaged offices/conference rooms, Check here if offered _____

To provide warehouse space for complete packaged room orders that have been placed by ordering agencies if the installation facility is not available/ready at the previously agreed upon time.

Site Preparation (Optional to Offer)

Services that may be required to prepare the site for installation. Check here if offered _____

Ancillary Services (Optional to Offer)

Ancillary Services, Check here if offered _____

Services required in preparation for furniture and furnishings to be installed on the job site (excludes construction).

Administrative Services

Services such as delivery coordination, quality control/inspection, contract administration, etc.

NOTE: Quotes and invoices sent by the contractor to the government shall be completely broken down by line item to show the separate costs of : The items \$ _____, delivery \$ _____, installation \$ _____, staging \$ _____, warehousing \$ _____, ancillary services \$ _____, administrative services \$ _____, site preparation, etc., as applicable.

Certification:

Prime contractors offering either ancillary services or site preparation are required to complete the following certification:

_____ (Company Name) certifies that we will provide Ancillary services and/or site preparation in accordance with established regulations and laws as outlined in this document.

Authorized Signature

Date

SIN 71-98 - INTERNATIONAL PRODUCTS:

This SIN covers items for use only in foreign destinations. (Items that will be sold within the United States shall be offered under one of the other SINS, as appropriate). Items offered under this SIN shall comply with one of the other SIN descriptions in this schedule, excluding any performance test requirements. Offerors shall identify the SINS that describe the items being offered by checking the categories below. Offerors shall certify that items offered have been tested and found to comply with minimum safety standards for the countries in which the products are sold. Check the appropriate blank(s) below if you are offering International Products.

_____ DOD Packaged Rooms (NSN's will be assigned at the time of order; SIN 71-98 does not apply)

_____ Packaged Offices, Classrooms, Conference and Training Rooms (Items falling under SIN 71-I)

SIN 71-99 - INTRODUCTION OF NEW PRODUCTS (INP):

A new or improved product is a product not currently available under any GSA contract that has the potential to provide more economical or efficient means for Federal agencies to accomplish their mission. It may be a product existing in the commercial market not yet introduced to the Federal Government or a product that has been improved. It also may perform a new task or procedure not currently available from products under any GSA contract. The vendor must be capable of demonstrating that the product has the potential to provide more economical or efficient means for Federal agencies to accomplish their mission; performs a new task or procedure not currently available under any GSA contract. As determined by the Government, there are no similar items available under an existing Special Item Number (SIN). Vendors must understand that there is no guarantee that the product offered would be recognized and accepted as a new product.

Technical review of items may be considered. The Government has sole discretion to determine whether an item shall be accepted as a new product. Items offered under this SIN shall comply with applicable industry safety and performance standards. Offerors shall identify standards and certify that products have been tested and found to comply with the standards. GSA may require compliance with standards not identified with the offer if GSA decides it is necessary to ensure the safety of the product. Check the blank(s) below if you are offering new items,

_____ DOD Packaged Rooms (NSN's will be assigned at the time of order; SIN 71-99 does not apply)

_____ Packaged Offices, Classrooms

**Technical Requirements for Section B - Packaged Offices/Conference Rooms/
Classroom and Training Rooms**

15 September 1997

SCHEDULE DESCRIPTION. The packaged office and conference room schedule is designed to make all furniture (e.g. desks, conference tables, chairs) and furnishings (e.g. carpet, lamps) necessary for customers to furnish an office or conference room available from one multiple award schedule. These offices/conference rooms will be available in packages which may be ordered. **ALSO SEE IMPORTANT MESSAGE ON PAGE 2 REGARDING "ITEMS WITH ENVIRONMENTAL ATTRIBUTES".**

METHOD OF AWARD. An offeror shall offer at least the items identified in the Package Items Required To Be Offered portion of the requirements (See Page 58). Each line of casegoods for an office or conference room shall be identified in one of the three style categories described below. Each line of casegoods shall consist of coordinated furniture, easily identifiable by physical style or characteristics of the item offered. Offerors will NOT be eligible for a contract for installation, warehousing, staging, ancillary services, etc. alone. These services will only be awarded to those offerors which also receive a contract for a packaged office or conference room.

STYLE CATEGORIES. Wood/Laminate casegood Items shall be classified into one of the following three style categories:

- **Traditional** - Encompasses styles such as Queen Anne, Georgian (such as Chippendale, Hepplewhite and Sheraton) and Neo-Classical.
- **Transitional** - Contemporary style with the influences of period styling without being heavy or bulky in appearance.
- **Contemporary** - Light, clean, simple geometric shapes not influenced by period styles, functional style which depends on good finish and style rather than ornamental decoration.

OFFER SUBMISSION: Offer Submission shall include the following. Failure to provide the following may result in delay of contract award.

If the items offered are currently on GSA contract, the offeror shall provide a copy of the current contract brochure and price list for all items offered (except carpet and drapes, see note 3 below). The contract brochure and price list shall contain contract and schedule numbers. If the items offered are not currently on GSA contract, the offeror shall provide a copy of the current commercial brochure and price list. Both the contract brochure/price list and the commercial brochure/price list shall contain descriptions of items including photographs or drawings, part numbers, dimensions, and prices. Items being offered shall be clearly identified. For installation, staging, warehousing, ancillary services, administrative services, and site preparation, offerors shall submit with the offer information on how each optional service offered is priced commercially. This information may include hourly or footage rates, and may vary by zone or city, or may include a percent range as relates to the price of the items (if so, state whether the percentage relates to list or net prices). Also include factors which may cause the standard way of calculating the quotes to vary (e.g., Delivery to be made on nights/weekends, lack of elevators, union involvement, etc.). Please note that the maximum charge for these services is \$500. Services above \$500 shall be negotiated with the government on a case by case basis as described in the Maximum Order clause. GSA will use the submitted information as a basis for negotiating fair and reasonable prices/rates for the optional services.

1. If the items offered are currently on GSA contract, the offeror shall provide a copy of the current contract brochure and price list for all items offered (except carpet and drapes, see note 3 below). The contract brochure and price list shall contain contract and schedule numbers. If the items offered are not currently on GSA contract, the offeror shall provide a copy of the current commercial brochure and price list. Both the contract brochure/price list and the commercial brochure/price list shall contain descriptions of items including photographs or drawings, part numbers, dimensions, and prices. Items being offered shall be clearly identified. Items not being offered shall be clearly crossed out.
2. The offeror shall complete the Offer Submission Form (See page 65) for all contract brochures/price lists and commercial brochures/price lists submitted. For brochures which contain only items currently on GSA contract, the offeror shall identify the contract and schedule number. For Commercial Brochures/price lists which do not contain any items which are currently on schedule identify "Entire Catalog" in new items page number column. For contract brochures/price lists and commercial brochures/price lists which contain both contract and non-contract items, the offeror shall identify the contract and schedule number for the items on contract, and complete the non-contract Item page numbers for the items that are not on contract
3. For carpet and drapes, one sample 120 mm x 70 mm minimum shall be supplied for each separate style (**not each color**). If the carpet/drapery material is patterned, and the pattern cannot be seen on the sample, a photograph of the pattern shall be provided. Current contract number, schedule number and prices shall be supplied on the same page(s) as the carpet and drapery samples.
4. Test Reports/Certification (as applicable) for items not already on GSA contract (See Technical and Testing Requirements).

PACKAGE ITEMS REQUIRED TO BE OFFERED: In order to receive a contract award, each offeror shall offer at least the following items. Chairs offered shall be compatible with the style and level of each offered casegood line.

Packaged office: Items offered shall contain at least a Work surface(e.g. desk, L-unit workstation, table desk), Storage unit (e.g. lateral file, credenza), and Ergonomic Desk chair.

Packaged conference rooms: Items offered shall contain at least a Conference Room Table, and Conference Room Chair.

ACCEPTABLE PACKAGE ITEMS: The items identified in Table 1 will be accepted under this solicitation. Additional Items not listed may be accepted at the discretion of the Contracting Officer.

Table 1 - Acceptable Items Matrix

F U R N I T U R E/ A P P L I A N C E	Item Descriptor	Examples of Acceptable Items
F U R N I T U R E/ A P P L I A N C E	1. Casegoods and related items *	Desks, L-Units, U-Groupings, Credenza, File Cabinets, Bookcases, Overhead Storage Units/Hutches, Storage Cabinets (stacking or free standing), Conference Tables, Computer Tables, Telephone Tables/Cabinets, Occasional Tables, Wardrobes, Lecterns, Audio Visual Cabinet, Visual boards, Presentation Rails, Utility Cart, Sideboard/Buffet for conference rooms, Keyboard Drawers, Center Drawers, Costumers, Stationary Organizers, Wastebaskets, Task Lights, Accessories.
	2. Chairs	Side chair, Task chair, Ergonomic Desk chair
	3. Lounge Seating	Sofa, Loveseat, Easy Chair, Occasional Tables
	4. Computer Support Furniture	Printer Table, VDT Table, Accessories, and other ADP furniture
	5. Accent Furniture	Stand up desks, low boys, chests, 18 th and 19 th century reproductions
	6. Office/Conf. Room Appliances	Cabinet (Credenza) enclosed Refrigerators/Freezers/Ice makers, microwaves, and compact refrigerators with or without attached microwaves. All appliances shall be appropriate for use in offices or conference rooms
	7. Partitions	High Partitions, Low Partitions
F U R N I S H I N G	8. Lamps	Desk/Table lamps, Floor lamps
	9. Floor Covering	Broadloom Carpet, Carpet Tiles
	10. Window Treatment	Drapes, Vertical or Horizontal Blinds, Sheers
	11. Wall Art	Framed painting reproductions, Framed prints
	12. Artificial Plants	Silk/Plastic Plants
	13. Wall Covering	Wall Paper, Wall Paper border
	14. Systems Furniture	Work Surfaces, Panels, Overheads, etc.

PACKAGE REQUIREMENTS FOR CUSTOMER ORDERING. In addition to items which conform to the following requirements, the package may contain as many or as few other items as the customer requests. All items supplied as a component of the package shall have already been accepted under this schedule.

- **Office Packages.** Office packages ordered by a customer shall include at least three (3) items. Two of the items shall be different furniture items (e.g. desk, chair, L-unit workstation, sofa), and one (1) item shall be from either the furniture/ appliance or furnishing category as identified in matrix on page 52 (e.g., bookcase, carpet, wall art).

TECHNICAL REQUIREMENTS AND TESTING

1. Wood Casegoods, including lateral file cabinets, and table requirements

Casegoods, including Lateral File Cabinets, and Tables shall meet all applicable technical requirements and testing currently required under Schedule 71-I. A copy of the Schedule listing current vendors having furniture meeting these requirements is available from GSA/FSS/3FNO telephone 703/305-5894. If items offered are on GSA contract, provide contract brochure/price list as specified in offer submission requirements of this section. In addition, the offeror shall identify the construction grade for each offered line of casegoods, including lateral file cabinets, and tables as previously determined under the 71-I schedule on the offer submission form of this section. If items are currently on contract, they may be offered on this schedule without further testing. If furniture offered is not currently on GSA contract, the offeror shall provide all technical and testing requirements required under Schedule 71-I.

2. Metal lateral and vertical file cabinets

Metal lateral and vertical file cabinets shall meet all applicable technical and testing requirements under schedule 71-I, SIN 711-2, or Special Order Program (SOP) covered by CID A-A-1709H, A-A-704H, or Federal Specifications AA-C-001779G, AA-F-359K. A list of vendors currently having a contract for furniture meeting these requirements is available from GSA/FSS/3FNO telephone 703/305-5894. If furniture offered is on GSA contract, provide contract brochure/price list as specified in offer submission requirements of this section. If items are currently on contract, they may be offered on this schedule without further testing. If furniture offered is not currently on GSA contract, submit required testing as required under schedule 71-I or testing as defined in last SOP solicitation (also available upon request).

3. Metal Desks, Tables and casegoods (other than Lateral and Vertical File cabinets) requirements

Metal Desks, Tables and casegoods (other than Lateral and Vertical File Cabinets) shall meet all applicable technical requirements and testing currently required under the Special Order Program (SOP). A list of vendors currently having a contract for furniture meeting these requirements is available from GSA/FSS/3FNO telephone 703/305-5894. If furniture offered is on GSA contract, provide contract brochure/price list as specified in offer submission requirements of this section. If items are currently on contract, they may be offered on this schedule without further testing. If furniture offered is not currently on GSA contract, submit required testing as defined in last SOP solicitation (also available upon request.)

4. Chair requirements

Chairs shall meet all applicable technical and testing requirements (including flammability) under Schedule 71-I, SIN 711-18 or Special Order Program (SOP) as applicable. A copy of the Schedule listing all current vendors having upholstered furniture meeting these requirements is available from GSA/FSS/3FNO telephone 703/305-5894. If chairs offered are on GSA contract, provide contract brochure/price list as specified in offer submission requirements of this section. If items are currently on contract, they may be offered on this schedule without further testing. If chairs offered are not currently on GSA contract, submit required testing as defined in last 71-I or SOP solicitation as applicable (also available upon request).

5. Upholstered seating requirements

Upholstered furniture shall meet all applicable technical and testing requirements (including flammability) under Schedule 71-I. A copy of the Schedule listing all current vendors having upholstered furniture meeting these requirements is available from GSA/FSS/3FNO telephone 703/305-5894. If upholstered furniture offered, is on GSA contract, provide contract brochure/price list as specified in offer submission requirements of this section. If items are currently on contract, they may be offered on this schedule without further testing. If upholstered furniture offered is not currently on GSA contract, submit required testing as defined in last 71-I solicitation (also available upon request).

- Upholstered furniture shall meet at least light service acceptance level.

6. Office and Conference Room Appliance requirements

Features requiring exterior plumbing shall not be included in cabinet enclosed appliances. Cooktops shall not be included in cabinet enclosed appliances. Cabinet enclosed appliances shall operate on nominal 115 volt, 20 Ampere power. Compact refrigerators shall not exceed 36 inches in height.

Office and conference room appliances shall conform to the applicable electrical and UL standards. Acceptable evidence of compliance with this requirement shall be the UL label or listing mark, or a certified test report from a recognized, independent testing laboratory acceptable to the Government indicating that the offered items have been tested and conform to the requirements of the UL Standard.

Each appliance shall be offered with the manufacturer's commercial warranty.

The styling and functionality of the appliance shall be appropriate for use in an office or conference room environment. The Contracting Officer will make the final determination as to whether an item is appropriate for inclusion in this program.

7. Carpet requirements

Carpet shall meet all applicable technical and testing requirements under Schedule 72-I-A. A copy of the schedule listing all current vendors having carpets meeting these requirements is available from GSA/FSS/3FNH telephone 703/305-5213. If items are currently on contract, they may be offered on this schedule without further testing. If carpet offered is not currently on GSA contract, submit required testing as defined in last 72-I-A solicitation (also available upon request).

8. Table, desk and floor lamp requirements

Lamps shall meet all applicable technical and testing requirements under Schedule 72-II, SIN 722-01. A copy of the Schedule listing all current vendors having lamps meeting these requirements is available from GSA/FSS/3FNG telephone 215/656-3822. If lamps offered are on GSA contract, provide contract brochure/price list as specified in offer submission requirements of this section. If items offered are currently on contract, they may be offered on this schedule without further testing. For lamps not currently on GSA schedule, offered items shall meet the technical and testing requirements under Schedule 72-II, SIN 722-01.

9. Task light requirements

- Shall be UL listed.
- Florescent lamps shall be rapid start, minimum 30 W.
- Shall have an integral switch (switch on cord is not acceptable).
- Shall be suitably finished to resist corrosion and provide for easy cleaning.
- Florescent lamps shall have a light diffuser over the bulb.
- Cord shall be heavy duty, three conductor, have a three prong plug and have a usable 12' cord length.

10. Window treatment requirements.

Draperies and other window treatments (miniblinds, shades, etc.) shall meet all technical and testing requirements (including flammability) under Schedule 72-II. If items offered are currently on contract, they may be offered on this schedule without further testing. For window treatment not currently on GSA schedule, submit required testing as defined in last 72-II solicitation.

11. Wall art and artificial trees/plants requirements

Wall art and artificial trees/plants (Household And Office Accessories) shall meet all technical and testing requirements under Schedule 72-II, SIN 722-05 and 722-06. Size and shape of the wall art and artificial trees/plants shall be appropriate for the room size and furniture pieces in the package. A copy of the Schedule listing all current vendors having wall art and artificial trees/plants meeting these requirements is available from GSA/FSS/3FNG telephone 215/656-3822. If wall art and artificial trees/plants offered are on GSA contract, provide contract brochure/price list as specified in offer submission requirements of this section. If items are currently on contract, they may be offered on this schedule without further testing. If wall art and artificial trees/plants offered are not currently on GSA contract, offered items shall meet the following technical and testing requirements:

Wall Art. Original one-of-a-kind art is not acceptable. Optional security devices for locking the artwork to the wall may be offered. Wall murals are not acceptable. The Contracting Officer will determine whether the subject matter of pieces offered is appropriate for Government use.

Artificial plants. Floral or plain foliage type are acceptable. Hanging plants and floral or dried arrangements are not acceptable. Fire retardant or non-fire retardant trees and plants are acceptable.

12. Partition requirements

Partitions currently on schedule 71-I, SIN 711-13 are acceptable. A copy of the Schedule listing all current vendors having partitions meeting these requirements is available from GSA/FSS/3FNO telephone 703/305-5894. If partitions offered are on GSA contract, provide contract brochure/price list as specified in offer submission requirements of this section. If items are currently on contract, they may be offered on this schedule without further testing. If partitions are not currently on GSA schedule, offered items shall meet the technical and testing requirements in Schedule 71-I, SIN 711-13.

Technical package for Packaged Classroom/Training Room Furniture.

SCHEDULE DESCRIPTION. The packaged classroom/training room schedule is designed to provide all furniture (e.g. desks, chairs, training tables) and furnishings (e.g. carpet, chalkboards) necessary for customers to furnish an entire classroom or training room from one multiple award schedule. These classroom/training rooms will be available in packages which may be ordered.

INTENDED USE. The furniture on this schedule is intended for use in all levels of classrooms and training rooms.

METHOD OF AWARD. An offeror shall offer at least the items identified in the "Package Items Required To Be Offered" section below. Each line of furniture shall consist of coordinated furniture, easily identifiable by physical style or characteristics of the item offered and shall be intended for classroom/training room use. Items may be accepted or rejected based on the intended use shown in the brochure.

PACKAGE ITEMS REQUIRED TO BE OFFERED: In order to receive a contract award, each offeror shall offer at least a work surface (desk, training table etc.), and chair (a combined chair and desk unit is acceptable).

ACCEPTABLE PACKAGE ITEMS: The items identified in Table 1 will be accepted under this solicitation. Additional items not listed (e.g., credenzas) may be accepted at the discretion of the Contracting Officer.

Table I - Acceptable Items Matrix - Packaged Classroom/Training Room

Item Descriptor	Examples of Acceptable Items
1. Casegoods	Student/Teacher Desks, File Cabinets, Storage Cabinets (stacking or freestanding), Telephone Tables/Cabinets, Audio Visual Cabinet, Visual boards, Chalk boards, Presentation Rails, Utility Cart, Keyboard Drawers, Center Drawers, Costumers, Stationary Organizers, Wastebaskets, Task Lights, Accessories.
2. Chairs	Side chair, Task chair, Ergonomic Desk chair, Stacking Chairs, Folding Chairs Tablet Arm Chairs
3. Bookcases	Various heights and widths are acceptable
4. Training Room Tables	Folding Tables, Fixed leg, flip top, with or without modesty panels, with or without wire management, Printer Tables, VDT Tables, Accessories, and other ADP furniture, interactive computer lab training furniture.
5. Lecterns	Electrified or non-electrified
6 Partitions	High Partitions, Low Partitions
7. Lamps	Desk/Table lamps, Floor lamps
8. Floor Covering	Broadloom Carpet, Carpet Tiles, Resilient tiles, Resilient roll goods.
9. Window Treatment	Drapes, Vertical or Horizontal Blinds, Sheers
10. Wall Art	Framed painting reproductions, Framed prints
11. Artificial Plants	Silk/Plastic Plants
12. Wall Covering	Wall Paper, Wall Paper border

PACKAGE REQUIREMENTS FOR CUSTOMER ORDERING. In addition to items which conform to the following requirements, the package may contain as many or as few additional items as the customer requests. All items supplied as a part of the package shall have already been accepted under this schedule.

Training Room Packages. Training room packages ordered by a customer shall include at least two (2) items. The items shall be different furniture items (e.g. student desk, table, chair, Lectern), or a combination of furniture items and furnishings as identified in above matrix (e.g., lamp, carpet, wall art).

TECHNICAL REQUIREMENTS AND TESTING

1. Classroom Furniture, Auditorium and Theatre Seating.

Furniture offered shall meet all applicable technical and testing requirements (including flammability) under Schedule 71-III, SIN 71-302. A copy of the Schedule listing all current vendors having classroom furniture or seating meeting these requirements is available from GSA/FSS/3FNH telephone 703/305-5213. If classroom furniture or seating offered, is on GSA contract, provide contract brochure/price list as specified in offer submission requirements (see page 1). If items are currently on contract, they may be offered on this schedule without further testing. If furniture offered is not currently on GSA contract, submit required testing as defined in last 71-III solicitation.

2. Wood Casegoods, including lateral file cabinets, and table requirements.

Casegoods, including Lateral File Cabinets, and Tables shall meet all applicable technical requirements and testing currently required under Schedule 71-I. A copy of the Schedule listing current vendors having furniture meeting these requirements is available from GSA/FSS/3FNO telephone 703/305-5894. If items offered are on GSA contract, provide contract brochure/price list as specified in offer submission requirements of this section. In addition, the offeror shall identify the construction grade for each offered line of casegoods, including lateral file cabinets, and tables as previously determined under the 71-I schedule on the offer submission form of this section. If items are currently on contract, they may be offered on this schedule without further testing. If furniture offered is not currently on GSA contract, the offeror shall provide all technical and testing requirements required under Schedule 71-I.

3. Furniture Systems.

Furniture offered shall meet all applicable technical and testing requirements (including flammability) under Schedule 71-I, SIN 711-1. A copy of the Schedule listing all current vendors having Furniture Systems meeting these requirements is available from FSS/GSA/3FNO (703) 305-7020. If furniture systems offered, is on GSA contract, provide contract brochure/price list as specified in offer submission requirements. If items are currently on contract, they may be offered on this schedule without further testing. If furniture offered is not currently on GSA contract, submit required testing as defined in last 71-II-E solicitation (also available upon request).

4. Metal lateral and vertical file cabinets

Metal lateral and vertical file cabinets shall meet all applicable technical and testing requirements under schedule 71-I, SIN 711-2, or Special Order Program (SOP) covered by CID A-A-1709H, A-A-704H, or Federal Specifications AA-C-001779G, AA-F-359K. A list of vendors currently having a contract for furniture meeting these requirements is available from GSA/FSS/3FNO telephone 703/305-5894. If furniture offered is on GSA contract, provide contract brochure/price list as specified in offer submission requirements of this section. If items are currently on contract, they may be offered on this schedule without further testing. If furniture offered is not currently on GSA contract, submit required testing as required under schedule 71-I or testing as defined in last SOP solicitation (also available upon request).

5. Metal Desks, Tables and casegoods (other than Lateral and Vertical File cabinets) requirements

Metal Desks, Tables and casegoods (other than Lateral and Vertical File Cabinets) shall meet all applicable technical requirements and testing currently required under the Special Order Program (SOP). A list of vendors currently having a contract for furniture meeting these requirements is available from GSA/FSS/3FNO telephone 703/305-5894. If furniture offered is on GSA contract, provide contract brochure/price list as specified in offer submission requirements of this section). If items are currently on contract, they may be offered on this schedule without further testing. If furniture offered is not currently on GSA contract, submit required testing as defined in last SOP solicitation (available upon request).

6. Chair requirements

Chairs shall meet all applicable technical and testing requirements (including flammability) under Schedule 71-I, SIN 711-18 or Special Order Program (SOP) as applicable. A copy of the Schedule listing all current vendors having upholstered furniture meeting these requirements is available from GSA/FSS/3FNO telephone 703/305-5894. If chairs offered are on GSA contract, provide contract brochure/price list as specified in offer submission requirements of this section. If items are currently on contract, they may be offered on this schedule without further testing. If chairs offered are not currently on GSA contract, submit required testing as defined in last 71-I or SOP solicitation as applicable (also available upon request).

7. Upholstered seating requirements

Upholstered furniture shall meet all applicable technical and testing requirements (including flammability) under Schedule 71-I. A copy of the Schedule listing all current vendors having upholstered furniture meeting these requirements is available from GSA/FSS/3FNO telephone 703/305-5894. If upholstered furniture offered, is on GSA contract, provide contract brochure/price list as specified in offer submission requirements of this section. If items are currently on contract, they may be offered on this schedule without further testing. If upholstered furniture offered is not currently on GSA contract, submit required testing as defined in last 71-I solicitation (also available upon request).

- Upholstered furniture shall meet at least light service acceptance level.

8. Classroom/Training Room Appliance requirements.

Features requiring exterior plumbing shall not be included in cabinet enclosed appliances. Cooktops shall not be included in cabinet enclosed appliances. Cabinet enclosed appliances shall operate on nominal 115 volt, 20 Ampere power. Compact refrigerators shall not exceed 36 inches in height.

Office and conference room appliances shall conform to the applicable electrical and UL standards. Acceptable evidence of compliance with this requirement shall be the UL label or listing mark, or a certified test report from a recognized, independent testing laboratory acceptable to the Government indicating that the offered items have been tested and conform to the requirements of the UL Standard.

Each appliance shall be offered with the manufacturer's commercial warranty.

The styling and functionality of the appliance shall be appropriate for use in an office or conference room environment. The Contracting Officer will make the final determination as to whether an item is appropriate for inclusion in this program.

9. Carpet requirements

Carpet shall meet all applicable technical and testing requirements under Schedule 72-I-A. A copy of the schedule listing all current vendors having carpets meeting these requirements is available from GSA/FSS/3FNH telephone 703/305-5213. If items are currently on contract, they may be offered on this schedule without further testing. If carpet offered is not currently on GSA contract, submit required testing as defined in last 72-I-A solicitation (also available upon request).

10. Table, desk and floor lamp requirements

Lamps shall meet all applicable technical and testing requirements under Schedule 72-II, SIN 722-01. A copy of the Schedule listing all current vendors having lamps meeting these requirements is available from GSA/FSS/3FNG telephone 215/656-3822. If lamps offered are on GSA contract, provide contract brochure/price list as specified in offer submission requirements of this section. If items offered are currently on contract, they may be offered on this schedule without further testing. For lamps not currently on GSA schedule, offered items shall meet the technical and testing requirements under Schedule 72-II, SIN 722-01.

11. Task light requirements

- Shall be UL listed.
- Florescent lamps shall be rapid start, minimum 30 W.
- Shall have an integral switch (switch on cord is not acceptable).
- Shall be suitably finished to resist corrosion and provide for easy cleaning.
- Florescent lamps shall have a light diffuser over the bulb.
- Cord shall be heavy duty, three conductor, have a three prong plug and have a usable 12' cord length.

12. Window treatment requirements.

Draperies and other window treatments (miniblinds, shades, etc.) shall meet all technical and testing requirements (including flammability) under Schedule 72-II, SIN 722-02. If items offered are currently on contract, they may be offered on this schedule without further testing. For window treatment not currently on GSA schedule, submit required testing as defined in last 72-II solicitation.

13. Wall art and artificial trees/plants requirements

Wall art and artificial trees/plants (Household And Office Accessories) shall meet all technical and testing requirements under Schedule 72-II, SIN 722-05 and 722-06. Size and shape of the wall art and artificial trees/plants shall be appropriate for the room size and furniture pieces in the package. A copy of the Schedule listing all current vendors having wall art and artificial trees/plants meeting these requirements is available from GSA/FSS/3FNG telephone 215/656-3822. If wall art and artificial trees/plants offered are on GSA contract, provide contract brochure/price list as specified in offer submission requirements of this section. If items are currently on contract, they may be offered on this schedule without further testing. If wall art and artificial trees/plants offered are not currently on GSA contract, offered items shall meet the following technical and testing requirements:

Wall Art. Original one-of-a-kind art is not acceptable. Optional security devices for locking the artwork to the wall may be offered. Wall murals are not acceptable. The Contracting Officer will determine whether the subject matter of pieces offered is appropriate for Government use.

Artificial plants. Floral or plain foliage type are acceptable. Hanging plants and floral or dried arrangements are not acceptable. Fire retardant or non-fire retardant trees and plants are acceptable.

14. Partition requirements

Partitions currently on schedule 71-I, SIN 711-13 are acceptable. A copy of the Schedule listing all current vendors having partitions meeting these requirements is available from GSA/FSS/3FNO telephone 703/305-5894. If partitions offered are on GSA contract, provide contract brochure/price list as specified in offer submission requirements of this section. If items are currently on contract, they may be offered on this schedule without further testing. If partitions are not currently on GSA schedule, offered items shall meet the technical and testing requirements in Schedule 71-I, SIN 711-13.

All offerors shall include the completed OFFER SUBMISSION FORM on the following page and comply with the OFFER SUBMISSION REQUIREMENTS clause of the solicitation.

OFFER SUBMISSION FORM

The offeror shall complete the following form for all contract and non-contract (commercial) brochures

Offeror:_____

Title of brochure/price list containing furniture, appliances and furnishings offered.	Name of Mfg.	Line Names Offered	Style (Traditional, Transitional, Contemporary) or N/A*	Construction Grade for wood Casegoods (or N/A)**	Contract Number or N/A*	Schedule Number or N/A*	Page Numbers where <u>non-contract</u> items are found in price list

* N/A - Not Applicable
** Applicable only to wood casegood furniture lines offered under the 71-II-D schedule.If additional space is required to complete this page, offerors should make as many copies as necessary.

SECTION C - PACKAGED HEALTHCARE
SIN 71-100 Healthcare Exam Rooms

Minimum Requirements: All offeror's must offer at least one complete Core and one complete Mandatory Item Listing and are requested to offer as many Optional items as can be provided.

Offeror: _____

Offeror's Room number: _____

The item listing below must be completed for each room being offered:

<u>Core Items</u>	Examples of Acceptable items	GSA CONTRACT NUMBER	CONTRACTOR'S NAME AND MODEL NUMBER
Computer Workstation	Metal or wood with a surface for computer monitor and keyboard with wire management		
Patient Seating	High back convalescent chair, low back convalescent chair, side chair		
Task Chair	Adjustable height chair with or without arms		
Sink Cabinet			
Medical Supply Storage (Shall have at least one lockable drawer or section)			
<u>Mandatory Items</u>			
Exam Table	Midmark 100R - 404 or equal.		
Physicians Stool			
Cubicle Curtain/Track			
Window Covering/Hardware	Drapes, Vertical or Horizontal blinds		
Coat Rack/Hooks	Free standing or wall mounted coat racks		
Mirror	Wall mounted, any size or shape		
Chart holders			

Waste can			
<u>Optional Items</u>			
Artwork	Framed painting reproductions, prints, posters, photographic art		
Floor covering – All carpet shall be antimicrobial	Antimicrobial Carpet, antimicrobial carpet tiles, resilient tiles, resilient roll goods		
Clock	Wall hung, battery powered or plug in		
Wall covering	Wall paper, wall paper border, vinyl		
Lamps	Desk/table lamps, floor lamps		

IF OFFERED, INSERT THE OFFERED DELIVERY DAYS: _____

IF OFFERED, INSERT THE OFFERED PRICE, FOR CORE ITEMS ONLY: \$ _____

SIN 71-101 HEALTHCARE WAITING ROOM

Minimum Requirements: All offeror's must offer at least one complete Core and one complete Mandatory Item Listing and are requested to offer as many Optional items as can be provided.

Offeror: _____

Offeror's Room Number: _____

The item listing below must be completed for each room being offered:

<u>Core Items</u>	Examples of Acceptable items	GSA CONTRACT NUMBER	CONTRACTOR'S NAME AND MODEL NUMBER
Visitor/Patient Seating	Ganged seating, side chairs with or without arms		
End Tables			

<u>Mandatory Items</u>			
Artwork	Framed painting reproductions, prints, posters, photographic art		
Coat Rack/Hooks	Free standing or wall mounted coat racks		
Literature Rack	May be combined with magazine rack if the rack has compartments for both magazines and brochures		
Magazine Rack			
Window Covering/Hardware	Drapes, Vertical or Horizontal blinds		
<u>Optional Items</u>			
Lamps	Desk/table lamps with or without bolt down capability for attaching lamp to surface, floor lamps		
Display Board/Display Case			
Floor covering – All carpet shall be antimicrobial	Antimicrobial Carpet, antimicrobial carpet tiles, resilient tiles, resilient roll goods		
Wall Covering	Wall paper, wall paper border, vinyl		
Reception Desk			
Coffee Table			

IF OFFERED, INSERT THE OFFERED DELIVERY DAYS: _____

IF OFFERED, INSERT THE OFFERED PRICE, FOR CORE ITEMS ONLY: \$ _____

SIN 71-102 HEALTHCARE LONG-TERM CARE BEDROOM

Minimum Requirements: All offeror's must offer at least one

complete Core and one complete Mandatory Item Listing and are requested to offer as many Optional items as can be provided.

Offeror: _____

Offeror's Room Number: _____

The item listing below must be completed for each room being offered:

<u>CORE ITEMS</u>	Examples of Acceptable items	GSA CONTRACT NUMBER	CONTRACTOR'S NAME AND MODEL NUMBER
Night Table			
Overbed Table			
Chair/Recliner	Lounge seating, recliner, rocker		
Guest Seating	High back convalescent chair, low back convalescent chair, side chair, sofa, loveseat		
Wardrobe			
<u>Mandatory Items</u>			
Cubicle Curtain/Track			
Window Covering/Hardware	Drapes, Vertical or Horizontal blinds		
Clock	Wall hung, battery powered or plug in		
Artwork	Framed painting reproductions, prints, posters, photographic art		
Bulletin Board			
Bed Spread			
Mirror			
Bed (Headboard and Footboard)			
Hospital Bed Mattress			

Wall Protection	Bumper guard or railing behind the head of the bed to protect the wall from damage when the bed is moved		
<u>Optional Items</u>			
Floor covering – All carpet shall be antimicrobial	Antimicrobial Carpet, antimicrobial carpet tiles, resilient tiles, resilient roll goods		
Wall Covering	Wall paper, wall paper border, vinyl		
Lamps	Desk/table lamps, floor lamps		
Headwall/Gas			
Bathtub/shower chair			
Dresser			

IF OFFERED, INSERT THE OFFERED DELIVERY DAYS: _____

IF OFFERED, INSERT THE OFFERED PRICE, FOR CORE ITEMS ONLY: \$ _____

SIN 71-103 Healthcare Office

Minimum Requirements: All offeror's must offer at least one complete Core and one complete Mandatory Item Listing and are requested to offer as many Optional items as can be provided.

Offeror: _____

Offeror's Room Number: _____

The item listing below must be completed for each room being offered:

<u>Core Items</u>	Examples of Acceptable items	GSA CONTRACT NUMBER	CONTRACTOR'S NAME AND MODEL NUMBER
Workstation including:			
Desk with available sliding shelf or sliding reference shelf for box or file drawer.	Wood or metal single or double pedestal, systems furniture workstation		
Storage/File/Binders	May include bookcases or file cabinets, flipper doors, Hutches		
Computer Station			
Task Lighting			
Tackboard			
Pull-Out Surface			
Conference furniture	36" to 48" diameter or square tables with appropriate chairs.		
Drawers	Desk drawers or pedestal with drawers		
Task Seating	Adjustable height chair with or without arms		
Guest Seating/Side Chair	High back convalescent chair, low back convalescent chair, side chair, sofa, loveseat		
Ergonomic Desk Chair			

<u>Mandatory Items</u>			
Group Seating			
Guest Table			
Coat Rack/Hook	Free standing or wall mounted coat racks		
Bookcase			
Clock	Wall hung, battery powered or plug in		
<u>Optional Items</u>			
Floor covering – All carpet shall be antimicrobial	Antimicrobial Carpet, antimicrobial carpet tiles, resilient tiles, resilient roll goods		
	Wall paper, wall paper border, vinyl		
Artwork	Framed painting reproductions, prints, posters, photographic art		
Window Covering/Hardware	Drapes, Vertical or Horizontal blinds		
Lamps	Desk/table lamps, floor lamps		
Offer additional items	on separate sheets.		

IF OFFERED, INSERT THE OFFERED DELIVERY DAYS: ____

IF OFFERED, INSERT THE OFFERED PRICE, FOR CORE ITEMS ONLY: \$ _____

Offerors must receive an award for items listed above to be eligible for an award of the services listed below:

OFFERED SERVICES

1. WAREHOUSING: CHECK HERE IF OFFERED - ____
2. STAGING: CHECK HERE IF OFFERED - ____
3. SITE PREPARATION: CHECK HERE IF OFFERED - ____
4. ANCILLARY SERVICES: CHECK HERE IF OFFERED - ____
5. INSTALLATION SERVICE: CHECK HERE IF OFFERED - ____
6. ADMINISTRATIVE SERVICES: - CHECK HERE IF OFFERED - ____

CERTIFICATION: OFFERORS OFFERING EITHER SITE PREPARATION OR ANCILLARY SERVICES ARE REQUIRED TO COMPLETE THE FOLLOWING CERTIFICATION:

_____(COMPANY NAME),Agrees to and certifies that it will provide the Ancillary Services and/or the Site Preparation Services in accordance with established regulations and laws as required.

Authorized Signature Date

NOTE: ALL INVOICES AND QUOTATIONS SENT TO THE GOVERNMENT BY THE CONTRACTOR SHALL BE BROKEN DOWN LINE ITEM BY LINE ITEM TO SHOW THE SEPARATE PRICES OF THE ITEMS PURCHASED, AND EACH SERVICE BEING BILLED.

OPTIONAL SERVICES: TO INCLUDE ADMINISTRATIVE, WAREHOUSING, STAGING, INSTALLATION AND ANCILLARY SERVICES (AS DEFINED ON PAGES 3-5 IN THE SOLICITATION).

1. Offerors must provide, with their offer a breakdown of how each service is priced commercially. This information may include hourly, or footage(yardage) rates, and may vary by zone or city or may include a percent range as relates to the price of the items being purchased.
2. Also indicate any reason these rates may increase, such as weekend deliveries, lack of elevator usage, etc.
3. The rates to be negotiated will only apply to those valued at below \$500.00 total per job. This \$500 maximum order is as to the noncomplex nature of these services. Jobs on which these services costs will exceed this \$500.00 will be negotiated with the customer agency on a case by case basis, as the customer agency will beseeeking a better rate than awarded for the smaller jobs.

SCHEDULE DESCRIPTION: The Packaged Healthcare Furniture Schedule is designed to provide all furniture (e.g. Patient seating, night tables, wardrobes, etc.) and furnishings (e.g. carpet, window coverings, etc.) necessary for customers to furnish Exam rooms, Waiting rooms, Long-term care bedrooms, or offices from one Multiple Award Schedule.

“ALSO SEE IMPORTANT MESSAGE ON PAGE 2 REGARDING “ITEMS WITH ENVIRONMENTAL ATTRIBUTES”

INTENDED USE: The furniture on this schedule is intended for use in selected rooms used in a patient care environment. The customers have expressed a desire to consider items with recycled content or items capable of being recycled whenever possible. In addition, the customer has stated that most facilities will require the items to meet CAL 117 flammability requirements where others will need units tested to CAL 133.

PACKAGE ITEMS REQUIRED TO BE OFFERED: In order to receive a contract award, each offeror shall offer at least the core and mandatory items identified for the appropriate type of room(s) being offered. The list of optional items contains items specifically noted as desirable by the customer, however other optional items may be offered. Acceptance of additional optional items will be at the discretion of the contracting officer.

PACKAGE REQUIREMENTS FOR CUSTOMER ORDERING: Each package must contain at least one of each of the core pieces. In addition to the core pieces, the package may contain as many or as few mandatory or optional items as the customer requests. All items supplied as a part of the package shall have already been accepted under this schedule.

METHOD OF AWARD: An offeror must offer to at least provide one complete Core and it's Mandatory items, to be considered for an award of one of the Services. A separate contract will not be awarded to firms that just offer the Services (Warehousing, Installation, ancillary services, etc. alone. These services will only be awarded to those firms which also receive an award for a Healthcare Packaged Room

OFFER SUBMISSION:A submitted offer must contain the following. Failure to provide the following will result in your offer being rejected or any possible award being substantially delayed:

For those items offered that are already awarded on a Schedule Contract, the offeror shall indicate, the contract number, the manufacturers name and model number on the "Item Listing". The offeror shall also provide a copy of the most current contract brochure and contract price list for all of the items offered. Both the brochure and the price list shall clearly contain descriptions of the offered items. If the contract brochure and price list do not clearly describe the item a copy of the commercial brochure will be provided. For those items not already on a Multiple Award Contract, the offeror must provide the commercial brochure and price list that clearly describe the offered item, as well as all required testing results.

For carpet and drapes, samples in 3" x 5" (minimum) shall be supplied for each separate style (not color). If the carpet/drapery material is patterned, and the pattern cannot be seen on the sample, a photograph of said pattern shall be provided.

SAMPLE BOARDS: OFFERORS SHALL SUBMIT WITH THEIR OFFER, THE FOLLOWING:

1. A 600 X 900 mm (24"X36") Presentation Boards with the following information:
 - a. Title and text to include:
Room Style, Construction grade of case pieces, Name of offeror, Names of all product suppliers of items on board, Manufacturer's part number for all items on board.
 - b. A 300 x 600 mm (12"X24") color photo or rendering of the core room package.
 - c. A 50 x 50 mm (2" x 2") MINIMUM sample of the wood finish used on all pieces.
 - d. A 50 x 50 mm (2" x 2") MINIMUM sample of any fabric used.
 - e. A 50 x 50 mm (2" x 2") MINIMUM sample carpet used.
2. One Presentation Board is required for each line of furniture offered for the core of each room offered. Example: If an offeror offers three different manufacturers for each of the four rooms, a minimum of 12 boards must be submitted.

GOVERNMENT BROCHURES AND PRICELISTS AND COMPACT DISCS: In addition to the normal printed Government brochures and price lists the contractor shall produce 200 interactive catalog/presentations on CD-ROM, that will be playable from any current Windows environment PC type computer. The CD-ROM catalog/presentation shall include multi-color photography of the various room configurations, based on the printed catalog format, color samples of fabrics and carpet, as well as text descriptions that include pricing and ordering instructions. The CD-ROM Catalog/Presentation shall present a main menu allowing the user to navigate between the selected categories of viewing. The CD-ROM will be packaged in a Jewel Case with an identifying label. This CD-ROM Catalog/Presentation shall be distributed and up-dated in the same manner as the printed Government catalog/price list. The costs for the Government Brochures, Price lists and CD-ROM's are the responsibility of the contractor.

TECHNICAL REQUIREMENTS AND TESTING

1. Hospital Patient Room Furniture:

Furniture offered shall meet all applicable technical and testing requirements (including flammability) under Schedule 71-II. If furniture offered, is on GSA contract, provide contract brochure/price list as specified in offer submission requirements. If items are currently on contract, they may be offered on this schedule without further testing. If furniture offered is not currently on GSA contract, submit required testing as defined in last 71-II solicitation. Mattress covering shall be "Staph-chek", antibacterial, fluid proof and anti-static. All offerors (including offerors offering items currently on contract) shall provide written certification that mattresses covering conforms with the "Staph-chek", antibacterial, fluid proof and anti-static requirements.

2. Library furniture, including literature display racks, etc:

Furniture offered shall meet all applicable technical and testing requirements under Schedule 71-III. If furniture offered, is on GSA contract, provide contract brochure/price list as specified in offer submission requirements. If items are currently on contract, they may be offered on this schedule without further testing. If furniture offered is not currently on GSA contract, submit required testing as defined in last 71-III solicitation.

3. **Wood Casegoods, including lateral file cabinets, and table requirements:**

Casegoods, including Lateral File Cabinets, and Tables shall meet all applicable technical requirements and testing currently required under Schedules 71-I and 71-II. A copy of the Schedule listing current vendors having furniture meeting these requirements is available from GSA/FSS/3FNO telephone 703/305-5894. If items offered are on GSA contract, provide contract brochure/price list as specified in offer submission requirements of this section. If items are currently on contract, they may be offered on this schedule without further testing. If furniture offered is not currently on GSA contract, the offeror shall provide all technical and testing requirements required under Schedule 71-I and Schedule 71-II.

4. **Furniture Systems:**

Furniture offered shall meet all applicable technical and testing requirements (including flammability) under Schedule 71-I, SIN 711-1. A copy of the Schedule listing all current vendors having Furniture Systems meeting these requirements is available from FSS/GSA/3FNO (703) 305-7020. If furniture systems offered, is on GSA contract, provide contract brochure/price list as specified in offer submission requirements. If items are currently on contract, they may be offered on this schedule without further testing. If furniture offered is not currently on GSA contract, submit required testing as defined in last 71-I solicitation (also available upon request).

5. **Metal lateral and vertical file cabinets**

Metal lateral and vertical file cabinets shall meet all applicable technical and testing requirements under schedule 71-I, SIN 711-2, or Special Order Program (SOP) covered by CID A-A-1709H, A-A-704H, or Federal Specifications AA-C-001779G, AA-F-359K. A list of vendors currently having a contract for furniture meeting these requirements is available from GSA/FSS/3FNO telephone 703/305-5894. If furniture offered is on GSA contract, provide contract brochure/price list as specified in offer submission requirements of this section. If items are currently on contract, they may be offered on this schedule without further testing. If furniture offered is not currently on GSA contract, submit required testing as required under schedule 71-I or testing as defined in last SOP solicitation (also available upon request).

6. **Metal Desks, Tables and casegoods (other than Lateral and Vertical File cabinets) requirements**

Metal Desks, Tables and casegoods (other than Lateral and Vertical File Cabinets) shall meet all applicable technical requirements and testing currently required under the Special Order Program (SOP). A list of vendors currently having a contract for furniture meeting these requirements is available from GSA/FSS/3FNO telephone 703/305-5894. If furniture offered is on GSA contract, provide contract brochure/price list as specified in offer submission requirements of this section. If items are currently on contract, they may be offered on this schedule without further testing. If furniture offered is not currently on GSA contract, submit required testing as defined in last SOP solicitation (also available upon request).

7. **Chair and ganged seating requirements:**

Chairs shall meet all applicable technical and testing requirements (including flammability) under Schedule 71-III, 71-I, or Special Order Program (SOP) as applicable. If chairs offered are on GSA contract, provide contract brochure/price list as specified in offer submission requirements. If items are currently on contract, they may be offered on this schedule without further testing. If chairs offered are not currently on GSA contract, submit required testing as defined in last 71-III, 71-I, or SOP solicitation as applicable.

8. **Upholstered seating requirements**

Upholstered furniture shall meet all applicable technical and testing requirements (including flammability) under Schedule 71-I. A copy of the Schedule listing all current vendors having upholstered furniture meeting these requirements is available from GSA/FSS/3FNO telephone 703/305-5894. If upholstered furniture offered, is on GSA contract, provide contract brochure/price list as specified in offer submission requirements of this section. If items are currently on contract, they may be offered on this schedule without further testing. If upholstered furniture offered is not currently on GSA contract, submit required testing as defined in last 71-I solicitation (also available upon request).

Upholstered furniture shall meet at least light service acceptance level.

9. **Quarters Furniture requirements:**

Quarters furniture shall meet all applicable technical and testing requirements under Schedule 71-II. If quarters furniture offered, is on GSA contract, provide contract brochure/price list as specified in offer submission requirements. If items are currently on contract, they may be offered on this schedule without further testing.

10. **Flooring requirements:**

Flooring shall meet all applicable technical and testing requirements of Schedule 72-I-A. If carpet or carpet tiles are offered, they shall conform to the antimicrobial testing requirements under Special Item Number 31-5. If items are currently on contract, they may be offered on this schedule without further testing. If carpet or carpet tiles offered are not currently on GSA contract, submit required testing as specified for SIN 31-5 in the last 72-I-A solicitation.

11. Table, desk and floor lamp requirements

Lamps shall meet all applicable technical and testing requirements under Schedule 72-II, SIN 722-01. A copy of the Schedule listing all current vendors having lamps meeting these requirements is available from GSA/FSS/3FNG telephone 215/656-3822. If lamps offered are on GSA contract, provide contract brochure/price list as specified in offer submission requirements of this section. If items offered are currently on contract, they may be offered on this schedule without further testing. For lamps not currently on GSA schedule, offered items shall meet the technical and testing requirements under Schedule 72-II, SIN 722-01.

12. Task light requirements:

- Shall be UL listed.
- Florescent lamps shall be rapid start, minimum 30 W.
- Shall have an integral switch (switch on cord is not acceptable).
- Shall be suitably finished to resist corrosion and provide for easy cleaning.
- Florescent lamps shall have a light diffuser over the bulb.
- Cord shall be heavy duty, three conductor, have a three prong plug and have a usable 12' cord length.

13. Window treatment requirements:

Draperies and other window treatments (miniblinds, shades, etc.) shall meet all technical and testing requirements (including flammability) under Schedule 72-II, SIN 722-02. If items offered are currently on contract, they may be offered on this schedule without further testing. For window treatment not currently on GSA schedule, submit required testing as defined in last 72-II solicitation.

14. Wall art and artificial trees/plants requirements:

Wall art and artificial trees/plants (Household And Office Accessories) shall meet all technical and testing requirements under Schedule 72-II, SIN 722-05 and 722-06. Size and shape of the wall art and artificial trees/plants shall be appropriate for the room size and furniture pieces in the package. If wall art and artificial trees/plants offered are on GSA contract, they may be offered on this schedule without further testing. For wall art and artificial plants not currently on GSA schedule, submit required testing as defined in last 72-II solicitation.

Wall Art. Original one-of-a-kind art is not acceptable. Optional security devices for locking the artwork to the wall may be offered. Wall murals are not acceptable. The Contracting Officer will determine whether the subject matter of pieces offered is appropriate for Government use.

Artificial plants. Floral or plain foliage type are acceptable. Hanging plants and floral or dried arrangements are not acceptable. Fire retardant or non-fire retardant trees and plants are acceptable.

THE REMAINDER OF THE SOLICITATION APPLIES TO ALL SECTIONS UNLESS OTHERWISE NOTED.

52.212-4CONTRACT TERMS ANDCONDITIONS--COMMERCIAL ITEMS (SEP 2005)

(a)*Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1)within a reasonable time after the defect was discovered or should have been discovered; and (2)before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b)*Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c)*Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d)*Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41U.S.C.601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e)*Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f)*Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g)*Invoice.*

(1)The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i)Name and address of the Contractor;

(ii)Invoice date and number;

(iii)Contract number, contract line item number and, if applicable, the order number;

(iv)Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v)Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi)Terms of any discount for prompt payment offered;

(vii)Name and address of official to whom payment is to be sent;

(viii)Name, title, and phone number of person to notify in event of defective invoice; and

(ix)Taxpayer Identification Number(TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x)Electronic funds transfer(EFT) banking information.

(A)The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B)If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C)EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2)Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h)*Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i)*Payment.*

(1)Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2)Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3)Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4)Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5)Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j)*Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1)Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2)Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k)*Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l)*Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m)*Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n)*Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o)*Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p)*Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q)*Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r)*Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18U.S.C. 431 relating to officials not to benefit; 40U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41U.S.C. 51-58, Anti-Kickback Act of 1986; 41U.S.C. 265 and 10U.S.C. 2409 relating to whistleblower protections; 49U.S.C. 40118, Fly American; and 41U.S.C. 423 relating to procurement integrity.

(s)*Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1)the schedule of supplies/services; (2)the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3)the clause at 52.212-5;(4)addenda to this solicitation or contract, including any license agreements for computer software; (5)solicitation provisions if this is a solicitation;(6)other paragraphs of this clause; (7)the Standard Form 1449; (8)other documents, exhibits, and attachments; and (9)the specification.

(t)*Central Contractor Registration (CCR).*

(1)Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i)If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and

change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

ADDENDUM TO 52.212-4

52.203-3 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—
- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
 - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) above, the Government is entitled—
- (1) To pursue the same remedies as in a breach of the contract; and
 - (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

- (a) Definitions. As used in this clause—

Post consumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post consumer material is a part of the broader category of "recovered material." For paper and paper products, post consumer material means "post consumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as—

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

Printed or copied double-sided means printing or reproducing a document so that information is on both sides of a sheet of paper.

Recovered material, for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Post consumer fiber; and

(2) Manufacturing wastes such as—

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent post consumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent post consumer material. This lesser standard should be used only when paper meeting the 30 percent post consumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

52.207-5 OPTION TO PURCHASE EQUIPMENT (FEB 1995)

- (a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.
- (b) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.
- (c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.
- (d) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be "continuous rental."

52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

- (a) Definitions.
As used in this clause—
New means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.
Reconditioned means restored to the original normal operating condition by readjustments and material replacement.
Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
Remanufactured means factory rebuilt to original specifications.
Virgin material means—
 - (1) Previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore; or
 - (2) Any undeveloped resource that is, or with new technology will become, a source of raw materials.
- (b) Unless this contract otherwise requires virgin material or supplies composed of or manufactured from virgin material, the Contractor shall provide supplies that are new, reconditioned, or remanufactured, as defined in this clause.
- (c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.
- (e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, may be used in contract performance if the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

52.211-16 VARIATION IN QUANTITY (APR 1984)

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
- (b) The permissible variation shall be limited to:

0 percent increase
0 percent decrease

This increase or decrease shall apply to all items.

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] **intends**, [] **does not intend** [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**PLACE OF PERFORMANCE (Street
Address, City, State, County,
Zip Code)**

**NAME AND ADDRESS OF OWNER AND
OPERATOR OF THE PLANT OR
FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT**

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) (ALTERNATE IV—OCT 1997) (VARIATION I—SEP 1999)

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below:
 - (1) An offer prepared and submitted in accordance with the clause at 552.212-70, Preparation of Offer (Multiple Award Schedule);
 - (2) Commercial sales practices. The Offeror shall submit information in the format provided in this solicitation in accordance with the instructions at Figure 515.4 of the GSA Acquisition Regulation (48 CFR 515-2); or submit information in the Offeror's own format.
 - (3) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.
 - (4) By submission of an offer in response to this solicitation, the Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before initial award, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to offeror's cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS (OCT 1997) (ALTERNATE IV—OCT 1997) (VARIATION I—AUG 1997)

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below.
 - (1) Information required by the clause at 552.243-72, Modifications (Multiple Award Schedule);
 - (2) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.
 - (3) By submitting a request for modification, the Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before agreeing to a modification, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to Contractor's cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the contract begin date through the contract expiration date.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995) (VARIATION I—AUG 1999)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract. However, offerors may, if willing to accept smaller orders, specify a smaller amount in their offers. If a smaller amount is offered, it is mutually agreed that the Contractor will accept such orders and specify the smaller minimum order limitation in the applicable catalog/pricelist. If the offeror fails to specify a smaller amount, the Government may place orders for a smaller amount. Such orders shall be deemed to be accepted by the Contractor, unless returned to the ordering office within 5 workdays after receipt by the Contractor.
- (b) Maximum order. The Contractor is not obligated to honor any order for a combination of items in excess of:

SPECIAL ITEM	SINGLE ORDER VOLUME	
	<u>NUMBER OR NSN</u>	<u>MAXIMUM ORDER</u> <u>DISCOUNT OFFERED</u>
ALL ITEMS	\$ 200,000.01-\$ 400,000	_____ %
	\$ 400,000.01-\$ 600,000	_____ %
	\$ 600,000.01-\$ 800,000	_____ %
	\$ 800,000.01-\$1,000,000	_____ %
	\$1,000,000.01-\$3,000,000	_____ %
	\$3,000,000.01-\$5,000,000	_____ %

Note: The following paragraph applies ONLY to Section B - Packaged Offices, Packaged Conference Rooms, Classroom and Training Room

The Maximum Order for Services such as Installation, Site Preparation, etc., is \$500 aggregate for all services combined. The reason for the \$500 maximum order is the nature and complexity of the services. Services above \$500 shall be negotiated with the government on a case by case basis, as the customers will be seeking a lower rate than that negotiated for the smaller jobs.

- (c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 workdays after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995) (VARIATION—OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated. The quantities of supplies and services specified in the contract are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the contract. The Government shall order at least the quantity of supplies or services designated in the contract as the "minimum."
- (c) Except for any limitations on quantities in the Guaranteed Minimum clause or Order Limitations clause, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)

- (a) "Failure to make a good faith effort to comply with the subcontracting plan", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) *Definition.* As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N. W.
Washington, DC 20570

1-866-667-6572

1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at
<http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite

quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

(a) Definitions. As used in this clause--

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of section 302 of EPCRA.
- (2) The emergency notice requirements of section 304 of EPCRA.
- (3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.
- (5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.
- (6) The toxic chemical, priority chemical and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) *Definitions.*

"Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as --

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including, but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable) _____,* a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

* The Contractor shall insert the name of the substance(s).

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

52.232-17 INTEREST (JUN 1996) 32.617(a)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999) [32.1110\(e\)](#)

This contract or agreement provides for payments to the Contractor through several alternative methods. The applicability of specific methods of payment and the designation of the payment office(s) are either stated--

- (a) Elsewhere in this contract or agreement; or
- (b) In individual orders placed under this contract or agreement.

52.237-1 SITE VISIT (APR 1984) [37.110\(a\)](#)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of

Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

- (a) If the Government is shown as the consignor or the consignee, the annotation shall be: "Transportation is for the * _____ * and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."
- (b) If the Government is not shown as the consignor or the consignee, the annotation shall be: "Transportation is for the * _____ * and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. * _____ *. This may be confirmed by contacting * _____ *."

52.247-34 F.O.B. DESTINATION (NOV 1991)

- (a) The term "f.o.b. destination," as used in this clause, means —
 - (1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
 - (2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.
- (b) The Contractor shall —

- (1) (i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier, and
- (6) Pay and bear all charges to the specified point of delivery.

F-FSS-3FN-220 F.O.B. ORIGIN, FREIGHT PREPAID AND ADDED TO THE INVOICE (March 1995)

(a) The term "f.o.b. origin, freight prepaid," as used in this clause, means --

(1) Free of expense to the Government delivered --

- (i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;
- (ii) To, and placed on, the carrier's wharf (at ship-side, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;
- (iii) To a U.S. Postal Service facility; or
- (iv) If stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (commercial zones are prescribed by the Interstate Commerce Commission at 49 CFR 1048); and

(2) The cost of transportation, ultimately the Government's obligation, is prepaid by the Contractor to the point specified in the contract. The government shall be billed only for the actual freight charges paid by the contractor, inclusive of any discounts given to the contractor by the carrier.

(b) The Contractor shall --

- (1) (i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;
- (2) (i) Order specified carrier equipment when requested by the Government; or
- (ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(3) Be responsible for any loss of and/or damage to the goods --

- (i) Occurring before receipt of the shipment by the consignee at the delivery point specified in the delivery order;
- (ii) While the government will file a freight claim against the carrier in cases of obvious or concealed damage or loss, the contractor will be responsible for replacing the item(s) if there is an unresolved dispute between the carrier and the contractor.

(iii) Resulting from improper packing or marking; or

(iv) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show --

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; e.g., (A) "to be converted to a Government bill of lading," or (B) "this shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and

(vi) The signature of the carrier's agent and the date the shipment is received by the carrier;

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency; and

(7) Prepay all freight charges to the extent specified in the contract.

(c) These Contractor responsibilities are specified for performance at the plant or plants at which these supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities shall be performed f.o.b. the point or points in the same or nearest city where the specified carrier's facilities are available; subject, however, to the following qualifications:

(1) If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor's expense, and to that extent the contract shall be "f.o.b. destination."

(2) Notwithstanding subparagraph (c)(1) of this clause, if the Contractor's shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at the Contractor's expense to the container yard in the same or nearest city where seavan container service is available.

(b) Notwithstanding the terms of this clause, the government reserves the right to issue a Government Bill of Lading (GBL) at its discretion.

52.247-38

F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006)

(a) The term "f.o.b. inland carrier, point of exportation," as used in this clause, means free of expense to the Government, on board the conveyance of the inland carrier, delivered to the specified point of exportation.

(b) The Contractor shall--

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

- (2) Prepare and distribute commercial bills of lading or other transportation receipt;
- (3) (i) Deliver the shipment in good order and condition in or on the conveyance of the carrier on the date or within the period specified; and
 - (ii) Pay and bear all applicable charges, including transportation costs, to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point of delivery in the contract; and
- (5) At the Government's request and expense, assist in obtaining the documents required for (i) exportation or (ii) importation at destination.

52.247-39 F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)

- (a) The term "f.o.b. inland point, country of importation," as used in this clause, means free of expense to the Government, on board the indicated type of conveyance of the carrier, delivered to the specified inland point where the consignee's facility is located.
- (b) The Contractor shall—
 - (1) (i) Pack and mark the shipment to comply with contract specifications; or
 - (ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods;
 - (2) (i) Deliver, in or on the inland carrier's conveyance, the shipment in good order and condition to the specified inland point where the consignee's facility is located; and
 - (ii) Pay and bear all applicable charges incurred up to the point of delivery, including transportation costs; export, import, or other fees or taxes; costs of landing; wharfage costs; customs duties and costs of certificates of origin; consular invoices; and other documents that may be required for importation; and
 - (3) Be responsible for any loss of and/or damage to the goods until their arrival on or in the carrier's conveyance at the specified inland point.

52.247-58 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR AND TRAILER-ON-FLAT CAR (PIGGYBACK) SHIPMENTS (DEVIATION—OCT 1984)

- (a) Upon receipt of shipping instructions, as provided in this contract, the supplies to be included in any freight carload or trailer load (piggyback) shipment by rail shall be loaded, blocked, and braced by the Contractor in accordance with the standards published by the Association of American Railroads and effective at the time of shipment.
- (b) Shipments, for which the Association of American Railroads has published no such standards, shall be loaded, blocked, and braced in accordance with standards established by the shipper as evidenced by written acceptance of an authorized representative of the carrier.
- (c) The Contractor shall be liable for payment of any damage to any supplies caused by the failure to load, block, and brace in accordance with acceptable standards set forth herein.
- (d) A copy of the appropriate pamphlet of the Association of American Railroads may be obtained from that Association.

COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

- (a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), **it has []**, **has not []** submitted the most recent report required by 38 U.S.C. 4212(d).

- (b) **An Offeror who checks "has not" may not be awarded a contract until the required reports are filed (31 U.S.C. 1354).**

For more information on this subject, visit the VETS 100 website at <http://vets100.cudenver.edu/>.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <http://www.arnet.gov/GSAM/gsam.html>.

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is <http://www.arnet.gov/far/>.

52.253-1 COMPUTER GENERATED FORMS (JAN 1991) 53.111

- (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

- (b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
- (c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

552.211-74 CHARGES FOR MARKING (FEB 1996)

The rate provided for in paragraph (b) of 48 CFR 552.211-73, Marking, is \$40.00 per man-hour or fraction thereof.

552.211-75 PRESERVATION, PACKAGING, AND PACKING (FEB 1996) Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container of each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering agency and the Contractor.

552.211-76 CHARGES FOR PACKAGING AND PACKING (FEB 1996)

If supplies shipped to a GSA distribution center are not packaged and packed in accordance with contract requirements, the Government has the right, without prior notice to the Contractor, to perform the required repackaging/repacking, by contract or otherwise, and charge the Contractor therefor at the rate of \$40.00 per man-hour or fraction thereof. The Contractor will also be charged for material costs, if incurred. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

552.211-77 PACKING LIST (FEB 1996)

(a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate: (1) Name and address of consignor; (2) Name and complete address of consignee; (3) Government order or requisition number; (4) Government bill of lading number covering the shipment (if any); and (5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).

When payment will be made by Government commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include: (1) Cardholder name and telephone number and (2) the term "Credit Card."

552.211-78 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996)

(a) Time of Delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice. The Government requires the Contractor's normal commercial delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below:

ITEMS OR GROUP OF ITEMS
(Special item No. or
nomenclature)

**GOVERNMENT'S STATED
DELIVERY TIME**
(Days ARO)

**CONTRACTOR'S NORMAL
COMMERCIAL DELIVERY
TIME**

1-99 rooms 120 days maximum _____
100 & over 180 days maximum _____

(b) Expedited Delivery Times. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

**ITEM OR GROUP OF ITEMS (special
(Special Item No. of nomenclature)**

**Expedited delivery time
(Hours/Days ARO)**

- (c) Overnight and 2-Day Delivery Times. Ordering activities may require overnight or 2—day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

552.211-82 NOTICE OF SHIPMENT (FEB 1996)

If specified in an order placed under this contract, the Contractor shall, at the time each shipment is made on such order, furnish a notice of shipment to either the consignee or the ordering office or both, as specified. This requirement may be satisfied by completion and return of appropriate forms furnished by the ordering office or by the furnishing of copies of bills of lading, freight bills, or similar documents in accordance with normal commercial practice if such document clearly identifies the order number, items and quantities shipped, date of shipment, point of origin, method of shipment and routing, and the name of initial carrier.

552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

- (a) Provisions.
 - 552.237-70 Qualifications of Offerors
- (b) Clauses.
 - 552.203-71 Restriction on Advertising
 - 552.211-73 Marking
 - 552.215-70 Examination of Records by GSA
 - 552.215-71 Examination of Records by GSA (Multiple Award Schedule)
 - 552.215-72 Price Adjustment --Failure to Provide Accurate Information
 - 552.219-70 Allocation of Orders--Partially Set-Aside Items
 - 552.228-70 Workers' Compensation Laws
 - 552.229-70 Federal, State, and Local Taxes
 - 552.232-8 Discounts for Prompt Payment
 - 552.232-23 Assignment of Claims
 - 552.232-71 Adjusting Payments
 - 552.232-72 Final Payment
 - 552.232-73 Availability of Funds
 - 552.237-71 Qualifications of Employees
 - 552.238-71 Submission and Distribution of Authorized FSS Schedule Price List
 - 552.232-78 Payment Information
 - 552.238-74 Industrial Funding Fee and Sales Reporting
 - 552.238-75 Price Reductions
 - 552.242-70 Status Report of Orders and Shipments
 - 552.243-72 Modifications (Multiple Award Schedule)
 - 552.246-73 Warranty--Multiple Award Schedule
 - 552.246-76 Warranty of Pesticides

552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (SEP 2003) 512.301(a)(2)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

- (a) Provisions.
 - 552.223-72 Hazardous Material Information
- (b) Clauses.

- 552.223-70 Hazardous Substances
- 552.223-71 Nonconforming Hazardous Material
- 552.238-70 Identification of Electronic Office Equipment Providing Accessibility for the Handicapped
- 552.238-72 Identification of Products That Have Environmental Attributes

552.215-71 EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE) (JUL 2003)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall have access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this contract for overbillings, billing errors, compliance with the Price Reduction clause and compliance with the Industrial Funding Fee and Sales Reporting clause of this contract. This authority shall expire 3 years after final payment. The basic contract and each option shall be treated as separate contracts for purposes of applying this clause.

552.215-72 PRICE ADJUSTMENT—FAILURE TO PROVIDE ACCURATE INFORMATION (AUG 1997)

- (a) The Government, at its election, may reduce the price of this contract or contract modification if the Contracting Officer determines after award of this contract or contract modification that the price negotiated was increased by a significant amount because the Contractor failed to:
- (1) provide information required by this solicitation/contract or otherwise requested by the Government; or
 - (2) submit information that was current, accurate, and complete; or
 - (3) disclose changes in the Contractor's commercial pricelist(s), discounts or discounting policies which occurred after the original submission and prior to the completion of negotiations.
- (b) The Government will consider information submitted to be current, accurate and complete if the data is current, accurate and complete as of 14 calendar days prior to the date it is submitted.
- (c) If any reduction in the contract price under this clause reduces the price for items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States—
- (1) The amount of the overpayment; and
 - (2) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective each quarter prescribed by the Secretary of Treasury under 26 U.S.C. 6621(a)(2).
- (d) Failure to agree on the amount of the decrease shall be resolved as a dispute.
- (e) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

552.216-70 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I—SEP 1999)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:
 - (1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist that was used as the basis for the contract award.
 - (2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).
 - (3) Increases are requested before the last 60 days of the contract period.
 - (4) At least 30 days elapse between requested increases.
- (c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed 10 percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.
- (d) The following material shall be submitted with the request for a price increase:
 - (1) A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.
 - (2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/price- list, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
 - (3) Documentation supporting the reasonableness of the price increase.
- (e) The Government reserves the right to exercise one of the following options:
 - (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
 - (2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,

(3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.

(f) The contract modification reflecting the price adjustment shall be signed by the Government and made effective upon receipt of notification from the Contractor that the new catalog/pricelist has been mailed to the addressees previously furnished by the Contracting Officer, provided that in no event shall such price adjustment be effective prior to the effective date of the commercial price increases. The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

552.216-72 PLACEMENT OF ORDERS (SEP 1999) (ALTERNATE II—SEP 1999)

(a) The organizations listed below may place orders under this contract. Questions regarding organizations authorized to use this schedule should be directed to the Contracting Officer.

- (1) Executive agencies.
- (2) Other Federal Agencies.
- (3) Mixed-ownership Government corporations.
- (4) The District of Columbia.
- (5) Government Contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1.
- (6) Other activities and organizations authorized by statute or regulation to use GSA as a source of supply.

(b) Orders may be placed through Electronic Data Interchange (EDI) or mailed in paper form. EDI orders shall be placed using the American National Standards Institute (ANSI) X12 Standard for Electronic Data Interchange (EDI) format.

(c) If the Contractor agrees, GSA's Federal Supply Service (FSS) will place all orders by EDI using computer-to-computer EDI. If computer-to-computer EDI is not possible, FSS will use an alternative EDI method allowing the Contractor to receive orders by facsimile transmission. Subject to the Contractor's agreement, other agencies may place orders by EDI.

(d) When computer-to-computer EDI procedures will be used to place orders, the Contractor shall enter into one or more Trading Partner Agreements (TPA) with each Federal agency placing orders electronically in order to ensure mutual understanding by the parties of certain electronic transaction conventions and to recognize the rights and responsibilities of the parties as they apply to this method of placing orders. The TPA must identify, among other things, the third party provider(s) through which electronic orders are placed, the transaction sets used, security procedures, and guidelines for implementation. Federal agencies may obtain a sample format to customize as needed from the office specified in (g) below.

(e) The Contractor shall be responsible for providing its own hardware and software necessary to transmit and receive data electronically. Additionally, each party to the TPA shall be responsible for the costs associated with its use of third party provider services.

(f) Nothing in the TPA will invalidate any part of this contract between the Contractor and the General Services Administration. All terms and conditions of this contract that otherwise would be applicable to a mailed order shall apply to the electronic order.

(g) The basic content and format of the TPA will be provided by:

General Services Administration
Acquisition Operations and Electronic Commerce Center (FCS)
Washington, DC 20406

Telephone: (703) 305-7741
FAX: (703) 305-7720

552.216-73 ORDERING INFORMATION (SEP 1999) (ALTERNATE II—SEP 1999)

(a) In accordance with the Placement of Orders clause of this solicitation, the offeror elects to receive orders placed by GSA's Federal Supply Service (FSS) by either ☐ facsimile transmission or ☐ computer-to-computer Electronic Data Interchange (EDI).

(b) An offeror electing to receive computer-to-computer EDI is requested to indicate below the name, address, and telephone number of the representative to be contacted regarding establishment of an EDI interface.

(c) An offeror electing to receive orders by facsimile transmission is requested to indicate below the telephone number(s) for facsimile transmission equipment where orders should be forwarded.

(d) For mailed orders, the offeror is requested to include the postal mailing address(es) where paper form orders should be mailed.

- (e) Offerors marketing through dealers are requested to indicate below whether those dealers will be participating in the proposed contract.

YES []

NO []

If "yes" is checked, ordering information to be inserted above shall reflect that in addition to offeror's name, address, and facsimile transmission telephone number, orders can be addressed to the offeror's name, c/o nearest local dealer. In this event, two copies of a list of participating dealers shall accompany this offer, and shall also be included in Contractor's Federal Supply Schedule pricelist.

552.229-71 FEDERAL EXCISE TAX—DC GOVERNMENT (SEP 1999)

If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

552.232-8 DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION FAR 52.232-8)

- (a) Discounts for early payment (hereinafter referred to as "discounts" or "the discount") will be considered in evaluating the relationship of the offeror's concessions to the Government vis-a-vis the offeror's concessions to its commercial customers, but only to the extent indicated in this clause.
- (b) Discounts will not be considered to determine the low offeror in the situation described in the "Offers on Identical Products" provision of this solicitation.
- (c) Uneconomical discounts will not be considered as meeting the criteria for award established by the Government. In this connection, a discount will be considered uneconomical if the annualized rate of return for earning the discount is lower than the "value of funds" rate established by the Department of the Treasury and published quarterly in the Federal Register. The "value of funds" rate applied will be the rate in effect on the date specified for the receipt of offers.
- (d) Agencies required to use the resultant schedule will not apply the discount in determining the lowest delivered price pursuant to the FPMR, 41 CFR 101-26.408, if the agency determines that payment will probably not be made within the discount period offered. The same is true if the discount is considered uneconomical at the time of placement of the order.
- (e) Discounts for early payment may be offered either in the original offer or on individual invoices submitted under the resulting contract. Discounts offered will be taken by the Government if payment is made within the discount period specified.
- (f) Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.
- (g) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to \$1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

552.232-74 INVOICE PAYMENTS (SEP 1999)

- (a) The due date for making invoice payments by the designated payment office is:
 - (1) For orders placed electronically by the General Services Administration (GSA) Federal Supply Service (FSS), and to be paid by GSA through electronic funds transfer (EFT), the later of the following two events:
 - (i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.
 - (ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.
 - (2) For all other orders, the later of the following two events:
 - (i) The 30th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.
 - (ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor.

- (3) On a final invoice, if the payment amount is subject to contract settlement actions, acceptance occurs on the effective date of the contract settlement.
- (b) The General Services Administration will issue payment on the due date in (a)(1) above if the Contractor complies with full cycle electronic commerce. Full cycle electronic commerce includes all the following elements:
- (1) The Contractor must receive and fulfill electronic data interchange (EDI) purchase orders (transaction set 850).
 - (2) The Contractor must generate and submit to the Government valid EDI invoices (transaction set 810) or submit invoices through the GSA Finance Center Internet-based invoice process. Internet-based invoices must be submitted using procedures provided by GSA.
 - (3) The Contractor's financial institution must receive and process, on behalf of the Contractor, EFT payments through the Automated Clearing House (ACH) system.
 - (4) The EDI transaction sets in (b)(1) through (b)(3) above must adhere to implementation conventions provided by GSA.
- (c) If any of the conditions in (b) above do not occur, the 10 day payment due dates in (a)(1) become 30 day payment due dates.
- (d) Notwithstanding paragraph (g) of the clause at FAR 52.212-4, Contract Terms and Conditions--Commercial Items, if the Contractor submits hard-copy invoices, submit only an original invoice. No copies of the invoice are required.
- (e) All other provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment, apply.

552.232-77 PAYMENT BY GOVERNMENT COMMERCIAL PURCHASE CARD (MAR 2000) (ALTERNATE I—MAR 2000)

(a) Definitions.

“Governmentwide commercial purchase card” means a uniquely numbered credit card issued by a contractor under GSA's Governmentwide Contract for Fleet, Travel, and purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

“Oral order” means an order placed orally either in person or by telephone.

- (b) The Contractor must accept the Governmentwide commercial purchase card for payments equal to or less than the micro-purchase threshold (see Federal Acquisition Regulation 2.101) for oral or written orders under this contract.
- (c) The Contractor and the ordering agency may agree to use the Governmentwide commercial purchase card for dollar amounts over the micro-purchase threshold, and the Government encourages the Contractor to accept payment by the purchase card. The dollar value of a purchase card action must not exceed the ordering agency's established limit. If the Contractor will not accept payment by the purchase card for an order exceeding the micro-purchase threshold, the Contractor must so advise the ordering agency within 24 hours of receipt of the order.
- (d) The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.
- (e) Payments made using the Governmentwide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

552.238-71 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS (SEP 1999)

(DEVIATION)

- (a) Definition. For the purposes of this clause, the Mailing List is for Schedule 71, Part 1, Code 00SC 7190.
- (b) The Contracting Officer will return one copy of the items awarded with the notification of contract award.
- (c) (1) The Contractor shall provide to the GSA Contracting Officer:
- (i) Two paper copies of Authorized FSS Schedule Pricelist; and
 - (ii) The Authorized FSS Schedule Pricelist on a common-use electronic medium. The Contracting Officer will provide detailed instructions for the electronic submission with the award notification. Some structured data entry in a prescribed format may be required.
- (2) The Contractor shall provide to each addressee on the mailing list either:
- (i) One paper copy of the Authorized FSS Schedule Price List; or
 - (ii) A self-addressed, postage-paid envelope or postcard to be returned by addressees that want to receive a paper copy of the pricelist. The Contractor shall distribute price lists within 20 calendar days after receipt of returned requests.
- (3) The Contractor shall advise each addressee of the availability of pricelist information through the on-line Multiple Award Schedule electronic data base.
- (d) The Contractor shall make all of the distributions required in paragraph (c) at least 15 calendar days before the beginning of the contract period, or within 30 calendar days after receipt of the Contracting Officer's approval for printing, whichever is later.
- (e) During the period of the contract, the Contractor shall provide one copy of its Authorized FSS Schedule Pricelist to any authorized schedule user, upon request. Use of the mailing list for any other purpose is not authorized.

552.238-73 CANCELLATION (SEP 1999)

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

552.232-82 CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (MAY 2003)

(a) Payment by electronic funds transfer (EFT) is the preferred method of payment. However, under certain conditions, the ordering activity may elect to make payment by check. The offeror shall indicate below the payment address to which checks should be mailed for payment of proper invoices submitted under a resultant contract.

PAYMENT ADDRESS: _____

(b) Offeror shall furnish by attachment to this solicitation, the remittance (payment) addresses of all authorized participating dealers receiving orders and accepting payment by check in the name of the Contractor in care of the dealer, if different from their ordering address(es) specified elsewhere in this solicitation. If a dealer's ordering and remittance address differ, both must be furnished and identified as such.

(c) All offerors are cautioned that if the remittance (payment) address shown on an actual invoice differs from that shown in paragraph (b) of this provision or on the attachment, the remittance address(es) in paragraph (b) of this provision or attached will govern. Payment to any other address, except as provided for through EFT payment methods, will require an administrative change to the contract.

Note: All orders placed against a Federal Supply Schedule contract are to be paid by the individual ordering activity placing the order. Each order will cite the appropriate ordering activity payment address, and proper invoices should be sent to that address. Proper invoices should be sent to GSA only for orders placed by GSA. Any other ordering activity's invoices sent to GSA will only delay your payment.

552.232-83 CONTRACTOR'S BILLING RESPONSIBILITIES (MAY2003)

The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers that participate on the contract and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used. Where dealers are allowed by the Contractor to bill ordering activities and accept payment in the Contractor's name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement, which will require dealers to

- (1) Comply with the same terms and conditions regarding prices as the Contractor for sales made under the contract;
- (2) Maintain a system of reporting sales under the contract to the manufacturer, which includes
 - (i) The date of sale;
 - (ii) The ordering activity to which the sale was made;
 - (iii) The service or product/model sold;
 - (iv) The quantity of each service or product/model sold;
 - (v) The price at which it was sold, including discounts; and
 - (vi) All other significant sales data.
- (3) Be subject to audit by the Government, with respect to sales made under the contract; and
- (4) Place orders and accept payments in the name of the Contractor in care of the dealer.

An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government.

552.238-72 IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (SEP 2003)

(a) Several laws, Executive orders and Agency directives require Federal buyers to purchase products that are less harmful to the environment, when they are life cycle cost-effective (see FAR Subpart 23.7). The U.S. General Services Administration (GSA) requires contractors to highlight environmental products under Federal Supply Service schedule contracts in various communications media (e.g., publications and electronic formats).

(b) Definitions. As used in this clause --

Energy-efficient product means a product that--

- (1) Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR [reg] trademark label;
- or

- (2) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

GSA Advantage! is an on-line shopping mall and ordering system that provides customers with access to products and services under GSA contracts.

Other environmental attributes refers to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Several examples of these characteristics are biodegradable, recyclable, reduced pollutants, ozone safe, and low volatile organic compounds (VOCs).

Post-consumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post-consumer material is part of the broader category of "recovered material." The

Environmental Protection Agency (EPA) has developed a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide Federal agencies with purchasing recommendations on specific products in a Recovered Materials Advisory Notice (RMAN). The RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and <http://www.epa.gov/cpg/>).

Recovered materials means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process (Executive Order 13101 and 42 U.S.C. 6903 (19) and <http://www.epa.gov/cpg/>). For paper and paper products, see the definition at FAR 11.301 (42 U.S.C. 6962 (h)).

Remanufactured means factory rebuilt to original specifications.

Renewable energy means energy produced by solar, wind, geothermal, and biomass power.

Renewable energy technology means--

- (1) Technologies that use renewable energy to provide light, heat, cooling, or mechanical or electrical energy for use in facilities or other activities; or
- (2) The use of integrated whole-building designs that rely upon renewable energy resources, including passive solar design.
- (c) (1) The offeror must identify products that--
 - (i) Are compliant with the recovered and post-consumer material content levels recommended in the Recovered Materials Advisory Notices (RMANs) for EPA-designated products in the CPG program (<http://www.epa.gov/cpg/>);
 - (ii) Contain recovered materials that either do not meet the recommended levels in the RMANs or are not EPA-designated products in the CPG program (see FAR 23.401 and <http://www.epa.gov/cpg/>);
 - (iii) Are energy-efficient, as defined by either ENERGY STAR [reg] and/or FEMP's designated top 25th percentile levels (see ENERGY STAR [reg] at <http://www.energystar.gov/> and FEMP at <http://www.eere.energy.gov/>);
 - (iv) Are water-efficient;
 - (v) Use renewable energy technology;
 - (vi) Are remanufactured; and
 - (vii) Have other environmental attributes.
- (2) These identifications must be made in each of the offeror's following mediums:
 - (i) The offer itself.
 - (ii) Printed commercial catalogs, brochures, and pricelists.
 - (iii) Online product website.
 - (iv) Electronic data submission for GSA Advantage! submitted via GSA's Schedules Input Program (SIP) software or the Electronic Data Inter-change (EDI). Offerors can use the SIP or EDI methods to indicate environmental and other attributes for each product that is translated into respective icons in GSA Advantage!.
- (d) An offeror, in identifying an item with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The Government will accept an offeror's claim of an item's environmental attribute on the basis of--
 - (1) Participation in a Federal agency-sponsored program (e.g., the EPA and DOE ENERGY STAR [reg] product labeling program);
 - (2) Verification by an independent organization that specializes in certifying such claims; or
 - (3) Possession of competent and reliable evidence. For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

552.238-74 INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2003)

(a) Reporting of Federal Supply Schedule Sales. The Contractor shall report all contract sales under this contract as follows:

(1) The Contractor shall accurately report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this contract by calendar quarter (January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31). The dollar value of a sale is the price paid by the Schedule user for products and services on a Schedule task or delivery order. The reported contract sales value shall include the Industrial Funding Fee (IFF). The Contractor shall maintain a consistent accounting method of sales reporting, based on the Contractor's established commercial accounting practice. The acceptable points at which sales may be reported include--

- (i) Receipt of order;
- (ii) Shipment or delivery, as applicable;
- (iii) Issuance of an invoice; or
- (iv) Payment.

(2) Contract sales shall be reported to FSS within 30 calendar days following the completion of each reporting quarter. The Contractor shall continue to furnish quarterly reports, including "zero" sales, through physical completion of the last outstanding task order or delivery order of the contract.

(3) Reportable sales under the contract are those resulting from sales of contract items to authorized users unless the purchase was conducted pursuant to a separate contracting authority such as a Governmentwide Acquisition Contract (GWAC); a separately awarded FAR Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract. Sales made to state and local governments under Cooperative Purchasing authority shall be counted as reportable sales for IFF purposes.

(4) The Contractor shall electronically report the quarterly dollar value of sales, including "zero" sales, by utilizing the automated reporting system at an Internet website designated by the General Services Administration's (GSA) Federal Supply Service (FSS). Prior to using this automated system, the Contractor shall complete contract registration with the FSS Vendor Support Center (VSC). The website address, as well as registration instructions and reporting procedures, will be provided at the time of award. The Contractor shall report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or sub-item.

(5) The Contractor shall convert the total value of sales made in foreign currency to U.S. dollars using the "Treasury Reporting Rates of Exchange" issued by the U.S. Department of Treasury, Financial Management Service. The Contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Service, International Funds Branch, Telephone: (202) 874-7994, Internet: <http://www.fms.treas.gov/intn.html>.

(b) The Contractor shall remit the IFF at the rate set by GSA's FSS.

(1) The Contractor shall remit the IFF to FSS in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.

(2) The IFF represents a percentage of the total quarterly sales reported. This percentage is set at the discretion of GSA's FSS. GSA's FSS has the unilateral right to change the percentage at any time, but not more than once per year. FSS will provide reasonable notice prior to the effective date of the change. The IFF reimburses FSS for the costs of operating the Federal Supply Schedules Program and recoups its operating costs from ordering activities. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities. FSS will post notice of the current IFF at <http://72a.fss.gsa.gov/> or successor website as appropriate.

(c) Within 60 days of award an FSS representative will provide the Contractor with specific written procedural instructions on remitting the IFF. FSS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.

(d) Failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the IFF, this is sufficient cause for the Government to terminate the contract for cause.

Contractors must furnish the following information for individual(s) responsible for contractor's GSA Forms 72A reports and questions concerning the Industrial Funding Fee Remittances.

GSA Forms 72A

Name _____

Address _____

Phone Number _____ Fax Number _____

Email Address _____

Industrial Funding Fee Remittances

Name _____

Address _____

Phone Number _____ Fax Number _____

Email Address _____

552.238-75 PRICE REDUCTIONS (MAY 2004)

(a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.

(b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.

(c) (1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor-

(i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;

(ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or

(iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.

(2) The Contractor shall offer the price reduction to the Government with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).

(d) There shall be no price reduction for sales-

(1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;

(2) To Federal agencies;

(3) Made to State and local government entities when the order is placed under this contract (and the State and local government entity is the agreed upon customer or category of customer that is the basis of award); or

(4) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.

(e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.

(f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.

(g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

NOTE: *For the purpose of this Package Furniture schedule only, the price reduction clause will not be applicable in a case where the Prime Contractor receives better discounts from its subcontractors than what is granted to the Government under the Multiple Award Schedule program. (Since the product is ultimately to be sold to the Government)*

552.243-72 MODIFICATIONS (MULTIPLE AWARD SCHEDULE) (JUL 2000)

(a) General. The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) Types of Modifications.

(1) Additional items/additional SIN's. When requesting additions, the following information must be submitted:

(i) Information requested in paragraphs (1) and (2) of the Commercial Sales Practice Format to add SIN's.

(ii) Discount information for the new item(s) or new SIN(s). Specifically, submit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be submitted instead.

Information about the new item(s) or the item(s) under the new SIN(s) as described in 552.212-70, Preparation of Offer (Multiple Award Schedule) is required.

(iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with 552.211-78, Commercial Delivery Schedule (Multiple Award Schedule).

(v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by 52.215-6, Place of Performance.

(vi) Hazardous Material information (if applicable) must be submitted as required by 52.223-3 (ALT I), Hazardous Material Identification and Material Safety Data.

(vii) Any information requested by 52.212-3(f), Offeror Representations and Certifications—Commercial Items, that may be necessary to assure compliance with FAR 52.225-1, Buy American Act—Balance of Payments Programs—Supplies.

(2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.

(3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-75. If the Price reduction falls under item (i), the Contractor shall submit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall submit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.

(c) Effective dates. The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-75.

(d) Electronic File Updates. The Contractor shall update electronic file submissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-75.

(e) Amendments to Paper Federal Supply Schedule Price Lists.

(1) The Contractor must provide supplements to its paper price lists, reflecting the most current changes. The Contractor may either:

(i) Distribute a supplemental paper Federal Supply Schedule Price List within 15 workdays after the effective date of each modification.

(ii) Distribute quarterly cumulative supplements. The period covered by a cumulative supplement is at the discretion of the Contractor, but may not exceed three calendar months from the effective date of the earliest modification. For example, if the first modification occurs in February, the quarterly supplement must cover February—April, and every 3 month period after. The Contractor must distribute each quarterly cumulative supplement within 15 workdays from the last day of the calendar quarter.

(2) At a minimum, the Contractor shall distribute each supplement to those ordering activities that previously received the basic document. In addition, the Contractor shall submit two copies of each supplement to the Contracting Officer and one copy to the FSS Schedule Information Center.

52.246-73 WARRANTY—MULTIPLE AWARD SCHEDULE (MAR 2000)

(a) Applicable to domestic locations. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the Contractor's commercial price list applies to this contract.

(b) Applicable to overseas destinations. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the commercial price list applies to this contract, except as follows:

(1) The Contractor must provide, at a minimum, a warranty on all non-consumable parts for a period of 90 days from the date that the Government accepts the product.

(2) The Contractor must supply parts and labor required under the warranty provisions free of charge. The Contractor must bear the transportation costs of returning the products to and from the repair facility, or the costs involved with Contractor personnel traveling to the Government facility for the purpose of repairing the product onsite, during the 90 day warranty period.

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003) [FSS A/L FX-03-5](#)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

C-FSS-412 CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2000)

Contractors supplying equipment which uses electrical current are required to supply equipment suitable for the electrical system at the location at which the equipment is to be used as specified on the order.

C-FSS-425 WORKMANSHIP (OCT 1988)

Any item contracted for must be new, current model at the time of offer, unless otherwise specified. Each article must perform the functions for its intended use.

D-FSS-465 EXPORT PACKING (APR 1984)

(a) Offerors are requested to quote, in the pricelist accompanying their offer (or by separate attachment), additional charges or net prices covering delivery of the items furnished with commercial and/or Government export packing. Government export packing, if offered, shall be in accordance with accepted commercial practice. If commercial export packing is offered, the offer or pricelist shall include detailed specifications describing the packing to be furnished at the price quoted.

Ordering activities will not be obligated to utilize the Contractor's services for export packing accepted under this solicitation, and they may obtain such services elsewhere if desired. However, the Contractor shall furnish items export packed when such packing is specified on the purchase order.

D-FSS-468 NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (MAY 2004)

(a) Definitions:

"Packaged material, and Solid Wood Packing Material (SWPM)," for purposes of this clause, is defined as each separate and distinct material that by itself or in combination with other materials forms the container providing a means of protecting and handling a product. This includes, but is not limited to, pallets, dunnage, crating, packing blocks, drums, load boards, pallet collars, and skids.

"Non-Manufactured wood," is also called solid wood and defined as wood packing other than that comprised wholly of wood-based products such as plywood, particle board, oriented strand board, veneer, wood wool, and similar materials, which has been created using glue, heat and pressure or a combination thereof.

IPPC Country: Countries of the European Union (EU) or any other country endorsing the International Plant Protection Convention (IPPC) "Guidelines for Regulating Wood Packaging Material in International Trade," approved March 15, 2002. A listing of countries participating in the IPPC is found at <http://www.aphis.usda.gov/ppq/swp/>.

(b) Non-manufactured wood pallets and other non-manufactured wood packaging material used to pack items for delivery to or through IPPC countries must be marked and properly treated in accordance with IPPC guidelines.

(c) This requirement applies whether the shipment is direct to the end user or through a Government designated consolidation point. Packaging that does not conform to IPPC guidelines will be refused entry, destroyed or treated prior to entry.

(d) For Department of Defense distribution facilities or freight consolidation points, all non-manufactured wood pallets or packaging material with a probability of entering countries endorsing the IPPC Guidelines must be treated and marked in accordance with DLA PROCLTR 02-17 (available at <http://www.dla.mil/j-3/j-336/ProcLtrs/02-17.pdf>), and MIL-STD-2073-1, Standard Practice for Military Packaging (and any future revision).

(e) Pallets and packing material shipped to FSS distribution facilities designated for possible delivery to the countries endorsing the IPPC Guidelines will comply with DLA PROCLTR 02-17, and MIL-STD-2073-1.

(f) Delays in delivery caused by non-complying pallets or wood package material will not be considered as beyond the control of the Contractor. Any applicable Government expense incurred as a result of the Contractor's failure to provide appropriate pallets or package material shall be reimbursed by the Contractor. Expenses may include the applicable cost for repackaging, handling and return shipping, or the destruction of solid wood packaging material.

D-FSS-471 MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT (APR 1984)

It shall be the responsibility of the Ordering Office to determine the full marking and documentation requirements necessary under the various methods of shipment authorized by the contract. Set forth below is the minimum information and documentation that will be required for shipment. In the event the Ordering Office fails to provide the essential information and documentation, the Contractor shall, within three days after receipt of order, contact the Ordering Office and advise them accordingly. The Contractor shall not proceed with any shipment requiring transshipment via U.S. Government facilities without the below stated prerequisites:

Direct Shipments. The Contractor shall mark all items ordered against this contract with indelible ink, paint or fluid, as follows:

- (1) Traffic Management or Transportation Officer at FINAL destination.
- (2) Ordering Supply Account Number.
- (3) Account number.
- (4) Delivery Order or Purchase Order Number.
- (5) National Stock Number, if applicable; or Contractor's item number.
- (6) Box _____ of _____ Boxes.
- (7) Nomenclature (brief description of items).

D-FSS-477 TRANSSHIPMENTS (APR 1984)

The Contractor shall complete TWO DD Forms 1387, Military Shipment Labels and, if applicable, four copies of DD Form 1387-2, Special Handling/Data Certification—used when shipping chemicals, dangerous cargo, etc. Two copies of the DD Form 1387 will be attached to EACH shipping container delivered to the port Transportation Officer for subsequent transshipment by the Government as otherwise provided for under the terms of this contract. These forms will be attached to one end and one side (NOT on the top or bottom) of the container. The Contractor will complete the bottom line of these forms, which pertains to the number of pieces, weight and cube of each piece, using U.S. weight and cubic measures. Weights will be rounded off to the nearest pound. (One kg = 2.2 U.S. pounds; one cubic meter = 35.3156 cubic feet.) In addition, if the cargo consists of chemicals, or is dangerous, one copy of the DD Form 1387 2 will be attached to the container, and three copies will be furnished to the Transportation Officer with the Bill of Lading. DANGEROUS CARGO WILL NOT BE INTERMINGLED WITH NONDANGEROUS CARGO IN THE SAME CONTAINER. Copies of the above forms, and preparation instructions will be obtained from the Ordering Office issuing the Delivery Order. Reproduced copies of the forms are acceptable.

FAILURE TO INCLUDE DD FORMS 1387 (AND DD FORM 1387-2, IF APPLICABLE) ON EACH SHIPPING CONTAINER WILL RESULT IN REJECTION OF SHIPMENT BY THE PORT TRANSPORTATION OFFICER.

E-FSS-522 INSPECTION AT DESTINATION (MAR 1996)

- (a) Inspection by the Government. It is anticipated that the supplies purchased under this contract will be inspected at destination by the Government to ensure conformance with technical requirements as specified herein.
- (b) Responsibility for Rejected Supplies. If, after due notice of rejection, the Contractor fails to remove or provide instructions for the removal of rejected supplies pursuant to the Contracting Officer's instructions, the Contractor shall be liable for all costs incurred by the Government in taking such measures as are expedient to avoid unnecessary loss to the Contractor. In addition to any other remedies which may be available under this contract, the supplies may be stored for the Contractor's account or sold to the highest bidder on the open market and the proceeds applied against the accumulated storage and other costs, including the cost of the sale.

Additional Costs for Inspection and Testing. When prior rejection makes reinspection or retesting necessary, the following charges are applicable. When inspection or testing is performed by or under the direction of GSA, charges will be at the rate of \$22.00 per man-hour or fraction thereof if the inspection is at a GSA distribution center; \$26.00 per man-hour or fraction thereof, plus travel

costs incurred, if the inspection is at another location; and \$26.00 per man-hour or fraction thereof for laboratory testing, except that when a testing facility other than a GSA laboratory performs all or part of the required tests, the Contractor shall be assessed the actual cost incurred by the Government as a result of testing at such facility. When inspection is performed by or under the direction of any agency other than GSA, the charges indicated above may be used, or the agency may assess the actual cost of performing the inspection and testing.

F-FSS-3FN-100 DELAYS AND/OR LATE SHIPMENTS/DELIVERIES (OCT 1998)

- (a) Timely delivery in accordance with the terms and conditions of this contract is essential to the accomplishment of the mission of the General Services Administration and the agencies it supports.
- (b) The contractor shall immediately notify the customer and the GSA National Furniture Center in writing if any situation delays or threatens to delay the timely performance of any order. The notification shall include the contractor's best possible delivery time for the government's approval. If the government does not approve the alternate delivery date(s) (with or without obtaining consideration from the contractor), the government shall have the right to cancel the order(s) in whole or in part without further liability on the government's part. The government also has the right to purchase the goods elsewhere and/or hold the contractor accountable for all damages, both direct and indirect, resulting from the contractor's unacceptable delivery date(s).
- (c) If unapproved late deliveries are made, the government may cancel the order(s) in whole or in part, purchase the goods elsewhere, and/or hold the contractor accountable for all damages, both direct and indirect, resulting from the contractor's failure to deliver on schedule. Acceptance of a late delivery(ies) by the government shall not constitute a waiver of the government's claim for any damage that the late delivery may have caused.

F-FSS-202-F DELIVERY PRICES (APR 1984)

Prices offered must cover delivery to destinations as provided below:

- (a) Direct delivery to consignee. F.O.B. inland point, country of importation (FAR 52.247-39). (Offeror to indicate countries where direct delivery will be provided.)
- (b) Delivery to overseas assembly point for transshipment when specified by the ordering office, if delivery is not covered under paragraph (a), above.
- (c) Delivery to the overseas port of entry when delivery is not covered under paragraphs (a) or (b), above.
Offerors are requested to furnish below the geographic area(s)/countries/zones which are intended to be covered.

F-FSS-202-G DELIVERY PRICES (JAN 1994)

(a) Prices offered must cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.

(1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall (a) place the notation "Delivery Service Requested" on bills of lading covering such shipments, and (b) pay such charge and add the actual cost thereof as a separate item to his invoice.

(2) Delivery to siding at destinations when specified by the ordering office, if delivery is not covered under paragraph (a)(1), above.

(3) Delivery to the freight station nearest destination when delivery is not covered under paragraph (a)(1) or (a)(2), above.

(b) The offeror is requested to indicate below whether or not prices submitted cover delivery f.o.b. destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.

(Yes) (No)

Alaska
Hawaii
Puerto Rico

(c) When deliveries are made to destinations outside the contiguous 48 States; i.e., Alaska, Hawaii, and the Commonwealth of Puerto Rico, and are not covered by paragraph (b), above, the following conditions will apply:

(1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

(2) The right is reserved to ordering agencies to furnish Government bills of lading.

(d) Ordering offices will be required to pay differential between freight charges and express charges where express deliveries are desired by the Government.

F-FSS-230 DELIVERIES TO THE U.S. POSTAL SERVICE (JAN 1994)

(a) Applicability. This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted by the Contractor for the delivery of supplies to a USPS facility (consignee).

(b) Mode/Method of Transportation. Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.

(c) Time of Delivery. Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days before the required delivery date, delivery shall be deemed to have been made timely.

F-FSS-736-A EXPORT TRAFFIC RELEASE (OCT 1988)

Supplies ordered by GSA for export will not be shipped by the Contractor until shipping instructions are received from GSA. To obtain shipping instructions, the Contractor shall forward completed copies of GSA Form 1611, Application for Shipping Instructions and Notice of Availability, to the GSA office designated on the purchase order at least 15 days prior to the anticipated shipping date. Copies of GSA Form 1611 will be furnished to the Contractor with the purchase order. Failure to comply with this requirement could result in nonacceptance of the material by authorities at the port of exportation. When supplies for export are ordered by other Government agencies the Contractor should obtain shipping instructions from the ordering agency.

F-FSS-772 CARLOAD SHIPMENTS (APR 1984)

When shipment is to be made by rail, to one destination, of a carload quantity which includes an item or items the overall length of which when packed and/or palletized, is 60 inches or over, the Contractor shall, when ordering cars, specify that, if available, double-door rail cars be furnished. This provision is intended solely to facilitate unloading by forklift truck at destination. Under no circumstances should scheduled shipment be delayed due to nonavailability of double-door cars.

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (JUL 2003)

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74, Industrial Funding Fee and Sales Reporting (JUL 2003), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change

(a) Domestic:

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. _____ FAX NO. _____

EMAIL ADDRESS _____

(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____

TITLE _____

ADDRESS _____

TELEPHONE NO. () _____ FAX NO. () _____

EMAIL ADDRESS _____

G-FSS-906 VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAS) (JAN 1999)

(a) The term "Vendor Managed Inventory" describes a system in which the Contractor monitors and maintains specified inventory levels for selected items at designated stocking points. VMI enables the Contractor to plan production and shipping more efficiently. Stocking points benefit from reduced inventory but steady stock levels.

(b) Contractors that commercially provide a VMI-type system may enter into similar partnerships with customers under a Blanket Purchase Agreement.

G-FSS-907 ORDER ACKNOWLEDGEMENT (APR 1984)

Contractors shall acknowledge only those orders which state "Order Acknowledgement Required." These orders shall be acknowledged within 10 days after receipt. Such acknowledgement shall be sent to the activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

G-FSS-910 DELIVERIES BEYOND THE CONTRACTUAL PERIOD—PLACING OF ORDERS (OCT 1988)

In accordance with the Scope of Contract clause, this contract covers all requirements that may be ordered, as distinguished from delivered during the contract term. This is for the purpose of providing continuity of supply by permitting ordering activities to place orders as requirements arise in the normal course of supply operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (JUL 2003) [FSS A/L FX-03-4](#)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

I-FSS-50 PERFORMANCE REPORTING REQUIREMENTS (FEB 1995)

(a) This clause applies to all contracts estimated to exceed \$100,000.

(b) Unless notified otherwise in writing by the Contracting Officer, the Contractor may assume contract performance is satisfactory.

If negative performance information is submitted by customer agencies, the Contracting Officer will notify the Contractor in writing and provide copies of any complaints received. The Contractor will have 30 calendar days from receipt of this notification to submit a rebuttal and/or a report of corrective actions taken.

I-FSS-60 PERFORMANCE INCENTIVES (APR 2000)

- (a) Performance incentives may be agreed upon between the contractor and the ordering office on individual orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- (b) The ordering office must establish a maximum performance incentive price for these services and/or total solutions, on individual orders or Blanket Purchase Agreements.
- (c) Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

I-FSS-91 SECTION 8(a) AWARD (MULTIPLE AWARD SCHEDULE) (OCT 2000)

- (a) This contract is issued as an award between the General Services Administration (GSA) and the 8(a) program participant (Contractor) pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the General Services Administration Regarding the Multiple Award Schedule Program signed on June 7, 2000. It is also issued pursuant to the Memorandum of Understanding between the SBA and GSA that delegates 8(a) contracting authority signed on May 6, 1998.
 - (b) Eligibility.
 - (1) The Contractor has been determined to be an eligible concern pursuant to the provisions of Section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)) and agrees to furnish the supplies or services set forth in the contract according to the terms and conditions of the contract.
 - (2) SBA retains all responsibility for 8(a) certifications, 8(a) eligibility determinations, and related issues.
 - (3) SBA will notify the GSA Contracting Officer immediately upon notification by the Contractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern. If the owner(s) actually relinquish ownership or control, the firm will be given the option of either canceling the contract or modifying the contract to eliminate the 8(a) specific clauses, which will eliminate its designation in the Schedules E-Library and GSA Advantage!TM as an 8(a) participant and will preclude procuring agencies from taking credit for 8(a) awards to the firm.
 - (c) Pursuant to the MOU dated June 7, 2000, GSA has agreed to apply its MAS contracting policies and procedures when evaluating offers, awarding contracts, and administering orders, consistent with FAR 19.800(f), except that GSA will notify SBA prior to terminating an 8(a) contract and request SBA approval prior to executing novation agreements of 8(a) contracts. GSA also will notify SBA when the estimated dollar value of the contract changes or when the 8(a) contract is to be canceled pursuant to clause 552.238-73, Cancellation.
 - (d) In accordance with GSA's MOU that delegates 8(a) contracting authority, the procuring activity must provide a copy of the GSA Form 1535, Recommendation for Award, to the SBA central point of contact.
- Payments to be made under the contract will be made directly to the contractor by the ordering activities.
 The Contractor shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of this contract.

I-FSS-597 GSA ADVANTAGE!TM (SEP 2000)

- (a) The Contractor must participate in the GSA Advantage!TM online shopping service. Information and instructions regarding contractor participation are contained in clause I-FSS-599, Electronic Commerce.
- The Contractor also should refer to contract clauses 552.238-71, Submission and Distribution of Authorized GSA Schedule Pricelists (which provides for submission of pricelists on a common-use electronic medium), I-FSS-600, Contract Pricelists (which provides information on electronic contract data), and 552.243-72, Modifications (which addresses electronic file updates).

I-FSS-95 RE-REPRESENTATION OF SIZE STATUS FOR OPTION PERIODS (JUN 2003) [FSS A/LFX033](#)

For certain requirements, the Government enters into contracts with multiple contractors for the same or similar services or products. Such contracts frequently contain options that allow the contract to be extended when it is determined to be in the best interest of the Government. Contract extensions may have an impact on the program established by the Government to assist small businesses when there is a change in the status of the Contractor during the contract term.

Prior to the time the Contracting Officer exercises an option, the Contractor will be required to re-represent business size status and 8(a) program eligibility to the Contracting Officer by completing the applicable portion of 52.2123, Offeror Representations and Certification Commercial Items, or 52.2191, Small Business Program Representations, as applicable to this contract.

- (a) When the contract did not result from a small business set-aside:
 - If a previously awarded small business concern re-represents itself as other than small, an acceptable subcontracting plan must be negotiated with the Contracting Officer if the value of the remainder of the contract option periods exceeds the threshold for a subcontracting plan.
- (b) When the contract resulted from a small business set-aside:
 - If a previously awarded small business concern re-represents itself as other than small, the Contracting Officer shall be precluded from exercising the option.
- (c) When the contract resulted from an 8(a) set-aside:
 - If a previously awarded 8(a) small business concern re-represents itself as other than 8(a), the Contracting Officer shall be precluded from exercising the option.

I-FSS-103 SCOPE OF CONTRACT—WORLDWIDE (JUL 2002)

(a) This solicitation is issued to establish contracts which may be used as sources of supplies or services described herein for domestic and/or overseas delivery.

(b) Definitions—

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:

- () Contractor will provide domestic and overseas delivery.
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)
- () Contractor will provide overseas delivery only.
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)
- () Contractor will provide domestic delivery only.

(d) Resultant contracts may be used on a nonmandatory basis by the following activities: Executive agencies; other Federal agencies, mixed-ownership Government corporations, and the District of Columbia; Government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply. U.S. territories are domestic delivery points for purposes of this contract. (Questions regarding activities authorized to use this schedule should be directed to the Contracting Officer.)

(e) (1) The Contractor is obligated to accept orders received from activities within the Executive Branch of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive Branch of the Federal Government; however, the Contractor is encouraged to accept orders from such Federal activities. If the Contractor elects to accept such an order, all provisions of the contract shall apply, including clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate I). If the Contractor is unwilling to accept such an order, and the proposed method of payment is not through the Purchase Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such an order, and the proposed method of payment is through the Purchase Card, the Contractor must so advise the ordering agency within 24 hours of receipt of order. (Reference clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate I)). Failure to return an order or advise the ordering agency within the time frames above shall constitute acceptance whereupon all provisions of the contract shall apply.

(f) The Government is obligated to purchase under each resultant contract a guaranteed minimum as specified in the clause I-FSS-106, Guaranteed Minimum, contained elsewhere in this contract.

I-FSS-106 GUARANTEED MINIMUM (JUL 2003)

The minimum that the Government agrees to order during the period of this contract is \$2,500. If the Contractor receives total orders for less than \$2,500 during the term of the contract, the Government will pay the difference between the amount ordered and \$2,500.

(a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports (see GSAR 552.238-74 "Industrial Funding Fee and Sales Reporting") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-74.

(b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

I-FSS-108 CLAUSES FOR OVERSEAS COVERAGE (MAY 2000)

The following clauses (included in full text below or elsewhere in this solicitation) apply to overseas coverage:

52.214-34	Submission of Offers in the English Language
52.214-35	Submission of Offers in U.S. Currency
52.247-34	FOB Destination
52.247-38	FOB Inland Carrier, Country of Exportation
52.247-39	FOB Inland Point, Country of Importation
C-FSS-412	Characteristics of Electric Current
D-FSS-471	Marking and Documentation Requirements Per Shipment
D-FSS-477	Transshipments
F-FSS-202-F	Delivery Prices
I-FSS-314	Foreign Taxes and Duties
I-FSS-594	Parts and Service

The following ELEVEN clauses apply to overseas coverage. If overseas coverage is awarded, the award documents will specify which FOB applies.

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means —

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall —

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier, and

(6) Pay and bear all charges to the specified point of delivery

52.247-39 F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984) 47.303-11

(a) The term "f.o.b. inland point, country of importation," as used in this clause, means free of expense to the Government, on board the indicated type of conveyance of the carrier, delivered to the specified inland point where the consignee's facility is located.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods;

(2) (i) Deliver, in or on the inland carrier's conveyance, the shipment in good order and condition to the specified inland point where the consignee's facility is located; and

(ii) Pay and bear all applicable charges incurred up to the point of delivery, including transportation costs; export, import, or other fees or taxes; costs of landing; wharfage costs; customs duties and costs of certificates of origin; consular invoices; and other documents that may be required for importation; and

(3) Be responsible for any loss of and/or damage to the goods until their arrival on or in the carrier's conveyance at the specified inland point.

D-FSS-471 MARKING AND DOCUMENTATION REQUIREMENTS PER SHIPMENT (APR 1984)

It shall be the responsibility of the Ordering Office to determine the full marking and documentation requirements necessary under the various methods of shipment authorized by the contract. Set forth below is the minimum information and documentation that will be required for shipment. In the event the Ordering Office fails to provide the essential information and documentation, the Contractor shall, within three days after receipt of order, contact the Ordering Office and advise them accordingly. The Contractor shall not proceed with any shipment requiring transshipment via U.S. Government facilities without the below stated prerequisites:

Direct Shipments. The Contractor shall mark all items ordered against this contract with indelible ink, paint or fluid, as follows:

(1) Traffic Management or Transportation Officer at FINAL destination.

(2) Ordering Supply Account Number.

(3) Account number.

(4) Delivery Order or Purchase Order Number.

(5) National Stock Number, if applicable; or Contractor's item number.

(6) Box _____ of _____ Boxes.

(7) Nomenclature (brief description of items).

D-FSS-477 TRANSSHIPMENTS (APR 1984)

The Contractor shall complete TWO DD Forms 1387, Military Shipment Labels and, if applicable, four copies of DD Form 1387-2, Special Handling/Data Certification—used when shipping chemicals, dangerous cargo, etc. Two copies of the DD Form 1387 will be attached to

EACH shipping container delivered to the port Transportation Officer for subsequent transshipment by the Government as otherwise provided for under the terms of this contract. These forms will be attached to one end and one side (NOT on the top or bottom) of the container. The Contractor will complete the bottom line of these forms, which pertains to the number of pieces, weight and cube of each piece, using U.S. weight and cubic measures. Weights will be rounded off to the nearest pound. (One kg = 2.2 U.S. pounds; one cubic meter = 35.3156 cubic feet.) In addition, if the cargo consists of chemicals, or is dangerous, one copy of the DD Form 1387 2 will be attached to the container, and three copies will be furnished to the Transportation Officer with the Bill of Lading. DANGEROUS CARGO WILL NOT BE INTERMINGLED WITH NONDANGEROUS CARGO IN THE SAME CONTAINER. Copies of the above forms, and preparation instructions will be obtained from the Ordering Office issuing the Delivery Order. Reproduced copies of the forms are acceptable. FAILURE TO INCLUDE DD FORMS 1387 (AND DD FORM 1387-2, IF APPLICABLE) ON EACH SHIPPING CONTAINER WILL RESULT IN REJECTION OF SHIPMENT BY THE PORT TRANSPORTATION OFFICER.

F-FSS-202-F DELIVERY PRICES (APR 1984)

Prices offered must cover delivery to destinations as provided below:

- (a) Direct delivery to consignee. F.o.b. inland point, country of importation (FAR 52.247-39). (Offeror to indicate countries where direct delivery will be provided.)
- (b) Delivery to overseas assembly point for transshipment when specified by the ordering office, if delivery is not covered under paragraph (a), above.
- (c) Delivery to the overseas port of entry when delivery is not covered under paragraphs (a) or (b), above.

Offerors are requested to furnish below the geographic area(s)/countries/zones which are intended to be covered.

I-FSS-314 FOREIGN TAXES AND DUTIES (DEC 1990)

Prices offered must be net, delivered, f.o.b. to the destinations accepted by the Government.

- (a) The offeror warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the U.S. Government is exempt. The offeror further warrants that any applicable taxes duties, customs fees, other Government costs, assessments or similar charges from which the U.S. Government is not exempt are included in the prices quoted and that such prices are not subject to increases for any such charges applicable at the time of acceptance of this offer by the Government.
- (b) Standard commercial export packaging, including containerization, if necessary, packaging, preservation, marking are included in the pricing offered and accepted by the Government.

I-FSS-594 PARTS AND SERVICE (OCT 1988)

- (1) For equipment under items listed in the schedule of items or services on which offers are submitted, the offeror certifies by submission of this offer that parts and services (including the performing of warranty or guarantee service) are now available from dealers or distributors serving the areas of ultimate overseas destination or that such facilities will be established and will be maintained throughout the contract period. If a new servicing facility is to be established, the facility shall be established no later than the beginning of the contract period.
- (2) Each Contractor shall be fully responsible for the services to be performed by the named servicing facilities, or by such facilities to be established, and fully guarantees performance of such services if the original service proves unsatisfactory.
- (3) Offerors are requested to include in the pricelist, the names and addresses of all supply and service points maintained in the geographic area in which the Contractor will perform. Please indicate opposite each point whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

GEOGRAPHIC AREA

ADDRESS OF SUPPLY AND SERVICE POINT

It is desired to have available means for maintaining Government-owned items in satisfactory operating condition and to receive service at least as good as that extended to commercial customers.

END OF OVERSEAS COVERAGE CLAUSES

I-FSS-109 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAR 1998)

- (a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and pricelists, must reflect all terms and conditions in the English language.
- (b) U.S. dollar equivalency, if applicable, will be based on the rates published in the "Treasury Reporting Rates of Exchange" in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

I-FSS-140-B URGENT REQUIREMENTS (JAN 1994)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)

(a) The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

- (1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).
 - (2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA Advantage!™ in accordance with clause I-FSS-600, Contract Price Lists.
 - (3) Performance has been acceptable under the contract.
 - (4) Subcontracting goals have been reviewed and approved.
- (b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.
- (c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

I-FSS-249-B DEFAULT (MAY 2000)

In addition to any other clause contained herein related to termination, the following is applicable to orders placed under Federal Supply Schedule contracts.

Any ordering office may, with respect to any one or more orders placed by it under the contract, exercise the same right of termination, acceptance of inferior articles or services, and assessment of excess costs as might the Contracting Officer, except that when failure to deliver articles or services is alleged by the Contractor to be excusable, the determination of whether the failure is excusable shall be made only by the Contracting Officer of the General Services Administration, to whom such allegation shall be referred by the ordering office and from whose determination appeal may be taken as provided in the clause of this contract entitled "Disputes."

I-FSS-599 ELECTRONIC COMMERCE—FACNET (APR 1997)

- (a) General Background.

The Federal Acquisition Streamlining Act (FASA) of 1994 establishes the Federal Acquisition Computer Network (FACNET) requiring the Government to evolve its acquisition process from one driven by paperwork into an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI means more than merely automating manual processes and eliminating paper transactions. It can and will help to move business processes (e.g., procurement, finance, logistics, etc.) into a fully electronic environment and fundamentally change the way organizations operate.

- (b) Trading Partners and Value-Added Networks (VAN's).

Within the FACNET architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and contractors (now known as "trading partners"). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN's). Federal Government transactions are provided only to those VAN's that have been certified by DOD and connected to FACNET.

EDI can be done using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If your VAN only provides communications services, you may also need a software translation package.

- (c) Registration Instructions.

DOD will require Contractors to register as trading partners to do business with the Government. This policy can be reviewed via the INTERNET at <http://acq.osd.mil/ec/nwsltr.html>.

To do EDI with the Government, Contractors must register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners, called the Central Contractor Registration (CCR), has been developed. All Government procuring offices and other interested parties will have access to this central repository. The database is structured to identify the types of data elements which are public information and those which are confidential and not releasable.

To register, contractors must provide their Dun and Bradstreet (DUNS) number. The DUNS number is available by calling 1(800)333-0505. It is provided and maintained free of charge and only takes a few minutes to obtain. Contractors will need to provide their Tax Identification Number (TIN). The TIN is assigned by the Internal Revenue Service by calling 1(800)829-1040. Contractors will also be required to provide information about company bank or financial institution for electronic funds transfer (EFT).

Contractors may register through their Value Added Network (VAN) using an American National Standards Institute (ANSI) ASC X12 838 transaction set, called a "Trading Partner Profile." A transaction set is a standard format for moving electronic data. VAN's will be able to assist contractors with registration. A list of certified VAN's and software providers is available from the Department of Defense (DOD) by calling 1(800)EDI-3414, or from the world wide web at http://www.acq.osd.mil/ec/van_list.html. Contractors who wish to register without going through a VAN may do so via the INTERNET at <http://ccr.edi.disa.mil>.

(d) Implementation Conventions.

All EDI transactions must comply with the Federal Implementation Conventions (IC's). Many VAN's and software providers have already built the IC requirements into their products. If you need to see the IC's, they are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at <http://snad.ncsl.nist.gov/dartg/edi/fededi.html>. IC's are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional Information.

GSA has additional information available for vendors who are interested in starting to use EC/EDI. Contact the Contracting Officer for a copy of the latest handbook. Several resources are available to vendors to assist in implementing EC/EDI; specific addresses are available in the handbook or from the Contracting Officer:

(1) Electronic Commerce Resource Centers (ECRC's) are a network of U.S. Government-sponsored centers that provide EC/EDI training and support to the contractor community. They are found in over a dozen locations around the country.

(2) Procurement Technical Assistance Centers (PTAC's) and Small Business Development Centers (SBDC's) provide management assistance to small business owners. Each state has several locations.

Most major US cities have an EDI user group of companies who meet periodically to share information on EDI-related subjects.

(f) GSA Advantage!™.

(1) GSA Advantage!™ will use this FACNET system to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. GSA Advantage!™ enables customers to:

(i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; vendor; and generic product categories.

(ii) Generate their own EDI delivery orders to contractors, generate EDI delivery orders from the Federal Supply Service to contractors, or download files to create their own delivery orders.

(iii) Use the Federal IMPAC VISA.

GSA Advantage!™ may be accessed via the GSA Home Page. The INTERNET address is: <http://www.gsa.gov>, or <http://www.fss.gsa.gov>.

I-FSS-600

CONTRACT PRICE LISTS (JUL 2004) FSS A/L FC-98-9

(a) Electronic Contract Data.

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virus-free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as *GSA Advantage!*, a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 6 months after award. Contractors should refer to clause I-FSS-597, *GSA Advantage!* for further information.

(3) Further details on EDI, ICs, and *GSA Advantage!* can be found in clause I-FSS-599, Electronic Commerce.

(4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply Schedule price list. The identifier URL is located at fss.gsa.gov/partnership/. All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government may be included. If the contractor elects to use contract identifiers on its website (either logos or contract number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.

(5) The contractor is responsible for keeping all electronic catalog data up to date; e.g., prices, product deletions and replacements, etc.

(b) Federal Supply Schedule Price Lists.

(1) The Contractor must also prepare, print, and distribute a paper Federal Supply Schedule Price List as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists. This must be done as set forth in this paragraph (b).

(2) The Contractor must prepare a Federal Supply Schedule Price List by either:

(i) Using the commercial catalog, price list, schedule, or other document as accepted by the Government, showing accepted discounts, and obliterating all items, terms, and conditions not accepted by the Government by lining out those items or by a stamp across the face of the item stating "NOT UNDER CONTRACT" or "EXCLUDED"; or

(ii) Composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".

(3) The cover page of the Federal Supply Schedule Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):

(i) GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address GSA Advantage! is: GSAAdvantage.gov.

Schedule Title

FSC Group, Part, and Section or Standard Industrial Group (as applicable)

FSC Class(es)/Product code(s) and/or Service Codes (as applicable)

Contract number

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Contract period.

Contractor's name, address, and phone number (include toll-free WATS number and FAX number, if applicable)

Contractor's internet address/web site where schedule information can be found (as applicable).

Contract administration source (if different from preceding entry). Business size.

(ii) CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

2. Maximum order.

3. Minimum order.

4. Geographic coverage (delivery area).

5. Point(s) of production (city, county, and State or foreign country).

6. Discount from list prices or statement of net price.

7. Quantity discounts.

8. Prompt payment terms.

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin).

11a. Time of delivery. (Contractor insert number of days.)

11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery.

12. F.O.B. point(s).

13a. Ordering address(es).

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address(es).

15. Warranty provision.

16. Export packing charges, if applicable.

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).

18. Terms and conditions of rental, maintenance, and repair (if applicable).

19. Terms and conditions of installation (if applicable).

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

- 20a. Terms and conditions for any other services (if applicable).
- 21. List of service and distribution points (if applicable).
- 22. List of participating dealers (if applicable).
- 23. Preventive maintenance (if applicable).
- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).
- 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.
- 25. Data Universal Number System (DUNS) number.
- 26. Notification regarding registration in Central Contractor Registration (CCR) database.

(4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) The Contractor must provide two of the Federal Supply Schedule Price Lists (including covering letters), to the Contracting Officer 30 days after the date of award. Accuracy of information and computation of prices is the responsibility of the Contractor. NOTE: The obliteration discussed in subdivision (b)(2)(i) of this clause must be accomplished prior to the printing and distribution of the Federal Supply Schedule Price Lists.

(6) Inclusion of incorrect information (electronically or in paper) will cause the Contractor to reprint/resubmit/correct and redistribute the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 52.212-4, Contract Terms and Conditions (paragraph (m), Termination for Cause), and application of any other remedies as provided by law--including monetary recovery.

(7) In addition, one copy of the Federal Supply Schedule Price List must be submitted to the **National Customer Service Center, Bldg. No. 4, 1500 E. Bannister Road, Kansas City, MO 64131.**

I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002)

- (a) A contract will not be awarded unless anticipated sales are expected to exceed \$25,000 within the first 24-months following contract award, and are expected to exceed \$25,000 in sales each 12-month period thereafter.
- (b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

I-FSS-646 BLANKET PURCHASE AGREEMENTS (MAY 2000)

Blanket Purchase Agreements (BPA's) can reduce costs and save time because individual orders and invoices are not required for each procurement but can instead be documented on a consolidated basis. The Contractor agrees to enter into BPA's with ordering activities provided that:

- (a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);
- (b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and
- (c) BPAs may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

I-FSS-680 DISSEMINATION OF INFORMATION BY CONTRACTOR (APR 1984)

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

I-FSS-965 INTERPRETATION OF CONTRACT REQUIREMENTS (APR 1984)

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

I-FSS-969 ECONOMIC PRICE ADJUSTMENT FSS MULTIPLE AWARD SCHEDULE (JAN 2002)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12-months of the contract period on the following basis:

(1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) Adjustments based on an agreed upon market indicator prior to award. The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

(c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extraordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12-months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed ten percent (10%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Commercial Sales Practice format, per contract clause 52.21521 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.24372, Modifications (Multiple Award Schedule).

(h) All MAS contracts remain subject to contract clauses GSAR 552.23875, "Price Reductions"; and 552.21572, "Price Adjustment Failure to Provide Accurate Information." In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail address of the authorized negotiators.)

K-FSS-9 SECTION 8(a) REPRESENTATION FOR THE MULTIPLE AWARD SCHEDULE PROGRAM (SEP 2000)

The Offeror represents that it is ☐ is not ☐ a current 8(a) Business Development Program participant, and that it wishes to be designated as such on the FSS Schedules E-Library and GSA *Advantage!*TM as well as the Federal Procurement Data System (FPDS).

CONTRACTOR NAME: _____

DATE: _____

L-FSS-400 INTRODUCTION OF NEW SERVICES/PRODUCTS (INSP) (NOV 2000)

(a) Definition.

Introduction of New Services/Products Special Item Number (INSP/SIN) means a new or improved service or product— within the scope of the Federal Supply Schedule, but not currently available under any Federal Supply Service contract— that provides a new service, function, task, or attribute that may provide a more economical or efficient means for Federal agencies to accomplish their mission. It may significantly improve an existing service or product. It may be a service or product existing in the commercial market, but not yet introduced to the Federal Government.

(b) Offerors are encouraged to introduce new services or products via the Introduction of New Services/Products Special Item Number (INSP/SIN). A new or improved service or product can be offered at anytime. Offerors are requested to clearly identify the INSP/SIN item in the offer.

(c) The Contracting Officer will evaluate and process the INSP/SIN offer. A technical review may be performed. Offerors may be required to demonstrate that the service or product can provide a more economical or efficient means for Federal agencies to accomplish their mission. The Contracting Officer has the sole discretion to determine whether a product or service will be accepted as an INSP/SIN item. The INSP/SIN provides temporary placement until the new service or product can be formally categorized.

(d) If the Contractor has an existing Multiple Award Schedule contract, the Government may, at the sole discretion of the Contracting Officer, modify the existing contract to include the INSP/SIN item in accordance with 552.243-72, Modifications (Multiple Award Schedule).

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

* _____ * (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

* _____ * (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

* _____ * (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

* _____ * (4) [Removed]

* _____ * (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

* _____ * (ii) Alternate I (OCT 1995) of 52.219-6.

* _____ * (iii) Alternate II (MAR 2004) of 52.219-6.

* _____ * (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

* _____ * (ii) Alternate I (OCT 1995) of 52.219-7.

* _____ * (iii) Alternate II (MAR 2004) of 52.219-7.

* _____ * (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d) (2) and (3)).

- * _____ * (8) (i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637 (d)(4)).
- * _____ * (ii) Alternate I (OCT 2001) of 52.219-9.
- * _____ * (iii) Alternate II (OCT 2001) of 52.219-9.
- * _____ * (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637 (a) (14)).
- * _____ * (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- * _____ * (ii) Alternate I (JUN 2003) of 52.219-23.
- * _____ * (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- * _____ * (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- * _____ * (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004).
- * _____ * (14) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- * _____ * (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- * _____ * (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- * _____ * (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- * _____ * (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- * _____ * (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- * _____ * (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- * _____ * (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- * _____ * (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962 (c) (3) (A) (ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962 (i) (2) (C)).
- * _____ * (23) 52.225-1, Buy American Act--Supplies (JUN 2003) (41 U.S.C. 10a-10d).
- * _____ * (24) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- (ii) Alternate I (JAN 2004) of 52.225-3.
- (iii) Alternate II (JAN 2004) of 52.225-3.
- * _____ * (25) 52.225-5, Trade Agreements (JAN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- * _____ * (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- * _____ * (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- * _____ * (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

- * _____ * (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- * _____ * (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307 (f)).
- * _____ * (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- * _____ * (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- * _____ * (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- * _____ * (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- * _____ * (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- * _____ * (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

- * _____ * (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).
- * _____ * (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- * _____ * (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- * _____ * (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- * _____ * (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

552.238-72 IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (SEP 2003)

(a) Several laws, Executive orders and Agency directives require Federal buyers to purchase products that are less harmful to the environment, when they are life cycle cost-effective (see FAR Subpart 23.7). The U.S. General Services Administration (GSA) requires contractors to highlight environmental products under Federal Supply Service schedule contracts in various communications media (e.g., publications and electronic formats).

(b) Definitions. As used in this clause --

Energy-efficient product means a product that--

(1) Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR [reg] trademark label; or

(2) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

GSA Advantage! is an on-line shopping mall and ordering system that provides customers with access to products and services under GSA contracts.

Other environmental attributes refers to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Several examples of these characteristics are biodegradable, recyclable, reduced pollutants, ozone safe, and low volatile organic compounds (VOCs).

Post-consumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post-consumer material is part of the broader category of "recovered material." The Environmental Protection Agency (EPA) has developed a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide Federal agencies with purchasing recommendations on specific products in a Recovered Materials Advisory Notice (RMAN). The RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and <http://www.epa.gov/cpg/>).

Recovered materials means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process (Executive Order 13101 and 42 U.S.C. 6903 (19) and <http://www.epa.gov/cpg/>). For paper and paper products, see the definition at FAR 11.301 (42 U.S.C. 6962 (h)).

Remanufactured means factory rebuilt to original specifications.

Renewable energy means energy produced by solar, wind, geothermal, and biomass power.

Renewable energy technology means--

(1) Technologies that use renewable energy to provide light, heat, cooling, or mechanical or electrical energy for use in facilities or other activities; or

(2) The use of integrated whole-building designs that rely upon renewable energy resources, including passive solar design.

(c) (1) The offeror must identify products that--

(i) Are compliant with the recovered and post-consumer material content levels recommended in the Recovered Materials Advisory Notices (RMANs) for EPA-designated products in the CPG program (<http://www.epa.gov/cpg/>);

(ii) Contain recovered materials that either do not meet the recommended levels in the RMANs or are not EPA-designated products in the CPG program (see FAR 23.401 and <http://www.epa.gov/cpg/>);

(iii) Are energy-efficient, as defined by either ENERGY STAR [reg] and/or FEMP's designated top 25th percentile levels (see ENERGY STAR [reg] at <http://www.energystar.gov/> and FEMP at <http://www.eere.energy.gov/>);

(iv) Are water-efficient;

(v) Use renewable energy technology;

(vi) Are remanufactured; and

(vii) Have other environmental attributes.

(2) These identifications must be made in each of the offeror's following mediums:

(i) The offer itself.

(ii) Printed commercial catalogs, brochures, and pricelists.

(iii) Online product website.

(iv) Electronic data submission for GSA Advantage! submitted via GSA's Schedules Input Program (SIP) software or the Electronic Data Inter-change (EDI). Offerors can use the SIP or EDI methods to indicate environmental and other attributes for each product that is translated into respective icons in GSA Advantage!.

(d) An offeror, in identifying an item with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The Government will accept an offeror's claim of an item's environmental attribute on the basis of--

(1) Participation in a Federal agency-sponsored program (e.g., the EPA and DOE ENERGY STAR [reg] product labeling program);

(2) Verification by an independent organization that specializes in certifying such claims; or

(3) Possession of competent and reliable evidence. For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Exhibit 1 (available along with this solicitation at www.epr.gov) contains clauses incorporated by reference into this solicitation. It also includes example questions used by Dun and Bradstreet and/or GSA to evaluate past performance.

Past Performance – In order to assist the Government in assessing an offeror's past performance, **each company responding to this solicitation is required to have Dun and Bradstreet (D&B) complete a Past Performance Evaluation Report on that firm.** The request to D&B must be made prior to submission of a proposal. Each offeror must submit, with its proposal, a completed copy of the past

performance evaluation sent by the offeror to Dun and Bradstreet. Any charges associated with the Past Performance Evaluation Report will be paid by the offeror. The form follows on the next page, and more information about the D&B form follows:

QUESTIONS? Call 800-999-3867 x 7862, and ask for information about the Past Performance Evaluation Report. Also, more information on Past Performance Evaluation performed by D&B can be accessed in the Internet at <http://www.dnb.com>.

This form is for ordering a Past Performance Evaluation Report as required by GSA. A Past Performance Evaluation Report will be sent directly to GSA for a fee of \$125*. Past Performance Evaluation Reports are furnished subject to the following conditions: *Subject to change.

1. You understand that the report requested us to be sent directly to GSA and to you;
2. You understand that D&B does not guarantee or warrant the information and you agree that even if D&B is negligent in preparing the information, D&B shall not be liable to you or your company or business for any loss resulting from reliance on it;
3. If for any reason a court holds D&B liable based on reliance of the information the amount of such liability shall not exceed \$10,000.

The information provided to and received by D&B may be maintained by D&B, but D&B will never sell the information.



Past Performance Evaluation

A PAST PERFORMANCE EVALUATION CAN BE ORDERED AT: www.ppereports.com

The following information is required to place an order:

YOUR COMPANY:

Duns Number

Or

Company Name
Company Street Address
City, State, Zip code
Main Telephone Number
Contact Name
Email Address

YOUR COMPANY POINT OF CONTACT:

Contact Name
Email Address

YOUR CUSTOMER REFERENCES:

Company Name
Contact- First and Last Name
Phone Number
Email Address

A minimum of 6 customer references is required. Open Ratings recommends that 15 customer references are given, but you may provide up to 20. A "customer reference" is defined as a person or company that has purchased products or services from your company. Vendor references are not accepted.

RECIPIENT INFORMATION:

First and Last Name
Email Address
Physical Address (IF EMAIL ADDRESS IS NOT AVAILABLE)

PAYMENT INFORMATION:

Amex, Mastercard or Visa Number
Expiration Date
Name as it appears on the credit card
Billing Address

QUESTIONS?

PLEASE CALL 727-329-1184 OR EMAIL reports@openratings.com

CONTINUOUS PAST PERFORMANCE CHECKS

On each successive 12-month anniversary date of the Contractor's corporate contract award, and as directed by the Contracting Officer, the Contractor shall provide the information stated below on all completed schedule orders of \$100,000 or higher to GSA, or to a third-party, as directed by GSA. GSA may evaluate, or arrange to have evaluated, the Contractor's performance on orders placed under the corporate schedule and make past performance results available to authorized personnel. If GSA elects to require the Contractor to arrange for his/her own evaluation among schedule customers, a process similar to that of the Dun & Bradstreet past performance evaluation used for the initial contract award will be used and the Contractor shall be required to bear the cost of such evaluation.

Unless notified otherwise in writing by the Contracting Officer, the Contractor may assume contract performance is satisfactory. Past performance will be evaluated in accordance with the procedures set forth in FAR Subpart 42.15. **Exhibit 1** (available along with this solicitation at www.epls.gov) contains typical questions that may be used to evaluate Contractor performance on orders placed under this Schedule.

GSA Contract No.
SIN
Agency Name
Point of Contact
Address (including City, State and Zip)
Telephone Number
Facsimile Number
E-Mail Address (if available)

CONTRACTOR TASKS / SPECIAL REQUIREMENTS

Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances shall be borne by the Contractor.

Travel: The Contractor may be required to travel in performance of orders issued under this contract. Travel costs incurred for transportation and per diem (lodging, meals and incidental expenses) shall be billed in accordance with P.L. 99-234, FAR 31.205-46, Travel Costs, and the contractor's cost accounting system. These costs may be directly reimbursable by the ordering agency, unless the order specifies otherwise.

Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations shall be borne by the Contractor.

Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance shall be borne by the Contractor.

Personnel: The Contractor may be required to provide key personnel or resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of key personnel, additions or replacements.

Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

Documentation/Standards: The Contractor shall be required to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified herein and as may be specified by the agency's order.

Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

Availability of Funds: Funds are not presently available for any orders placed under the contract or any option year. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

All offerors are to complete the below CSP-1 Form. Offerors submitting offers without completing the below form WILL be REJECTED.

CSP-1 COMMERCIAL SALES PRACTICES FORMAT

Name of Offeror _____

SIN(s) _____

Discount(s) Offered (Attach sheet(s) if necessary) _____

FOB(s) Offered _____

Note: Please refer to clause 552.212-70, PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE), for additional information concerning your offer. Provide the following information for each SIN (or group of SINs or SubSIN for which information is the same).

- (1) Provide the dollar value of sales to the general public at or based on an established catalog or market price during the previous 12-month period or the offerors last fiscal year: \$_____. State beginning and ending of the 12 month period. Beginning _____ Ending _____. In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
- (2) Show your total projected annual sales to the Government under this contract for the contract term, excluding options, for each SIN offered. If you currently hold a Federal Supply Schedule contract for the SIN the total projected annual sales should be based on your most recent 12 months of sales under that contract.

SIN _____	\$ _____;
SIN _____	\$ _____;
SIN _____	\$ _____;
SIN _____	\$ _____;
SIN _____	\$ _____;
SIN _____	\$ _____;
SIN _____	\$ _____;
SIN _____	\$ _____;
SIN _____	\$ _____;

- (3) Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), are the discounts and any concessions which you offer the Government equal to or better than your best price (discount and concessions in any combination) offered to any customer acquiring the same items regardless of quantity or terms and conditions? YES____ NO____. (See definition of "concession" and "discount" in 552.212-70.)
- (4) (a) Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), provide information as requested for each SIN (or group of SINs for which the information is the same) in accordance with the instructions at Figure 515.2, which is provided in this solicitation for your convenience. The information should be provided in the chart below or in an equivalent format developed by the offeror. Rows should be added to accommodate as many customers as required.

- (f) Dealer's/Reseller's percentage discount from List Price or net prices

Figure 515.4-2—Instructions for Commercial Sales Practices Format

If you responded “YES” to question (3), on the COMMERCIAL SALES PRACTICES FORMAT, complete the chart in question (4)(a) for the customer(s) who receive your best discount. If you responded “NO” complete the chart in question (4)(a) showing your written policies or standard sales practices for all customers or customer categories to whom you sell at a price (discounts and concessions in combination) that is equal to or better than the price(s) offered to the Government under this solicitation or with which the Offeror has a current agreement to sell at a discount which equals or exceeds the discount(s) offered under this solicitation. Such agreement shall be in effect on the date the offer is submitted or contain an effective date during the proposed multiple award schedule contract period. If your offer is lower than your price to other customers or customer categories, you will be aligned with the customer or category of customer that receives your best price for purposes of the Price Reduction clause at 552.238-75. The Government expects you to provide information required by the format in accordance with these instructions that is, to the best of your knowledge and belief, current, accurate, and complete as of 14 calendar days prior to its submission. You must also disclose any changes in your price list(s), discounts and/or discounting policies which occur after the offer is submitted, but before the close of negotiations. If your discount practices vary by model or product line, the discount information should be by model or product line as appropriate. You may limit the number of models or product lines reported to those which exceed 75% of actual historical Government sales (commercial sales may be substituted if Government sales are unavailable) value of the special item number (SIN).

Column 1—Identify the applicable customer or category of customer. A "customer" is any entity, except the Federal Government, which acquires supplies or services from the Offeror. The term customer includes, but is not limited to original equipment manufacturers, value added resellers, state and local governments, distributors, educational institutions (an elementary, junior high, or degree granting school which maintains a regular faculty and established curriculum and an organized body of students), dealers, national accounts, and end users. In any instance where the Offeror is asked to disclose information for a customer, the Offeror may disclose information by category of customer if the offeror's discount policies or practices are the same for all customers in the category. (Use a separate line for each customer or category of customer.)

Column 2—Identify the discount. The term “discount” is as defined in solicitation clause 552.212-70, Preparation of Offer (Multiple Award Schedule). Indicate the best discount (based on your written discounting policies or standard commercial discounting practices if you do not have written discounting policies) at which you sell to the customer or category of customer identified in column 1, without regard to quantity; terms and conditions of the agreements under which the discounts are given; and whether the agreements are written or oral. Net prices or discounts off of other price lists should be expressed as percentage discounts from the price list which is the basis of your offer. If the discount disclosed is a combination of various discounts (prompt payment, quantity, etc.), the percentage should be broken out for each type of discount. If the price lists which are the basis of the discounts given to the customers identified in the chart are different than the price list submitted upon which your offer is based, identify the type or title and date of each price list. The contracting officer may require submission of these price lists. To expedite evaluation, offerors may provide these price lists at the time of submission.

Column 3—Identify the quantity or volume of sales. Insert the minimum quantity or sales volume which the identified customer or category of customer must either purchase/order, per order or within a specified period, to earn the discount. When purchases/orders must be placed within a specified period to earn a discount indicate the time period.

Column 4—Indicate the FOB delivery term for each identified customer. See FAR 47.3 for an explanation of FOB delivery terms.

Column 5—Indicate concessions regardless of quantity granted to the identified customer or category of customer. Concessions are defined in solicitation clause 552.212-70, Preparation of Offers (Multiple Award Schedule). If the space provided is inadequate, the disclosure should be made on a separate sheet by reference.

If you respond “YES” to question 4 (b) in the Commercial Sales Practices Format, provide an explanation of the circumstances under which you deviate from your written policies or standard commercial sales practices disclosed in the chart on the Commercial Sales Practices Format and explain how often they occur. Your explanation should include a discussion of situations that lead to deviations from standard practice, an explanation of how often they occur, and the controls you employ to assure the integrity of your pricing. Examples of typical deviations may include, but are not limited to, one time goodwill discounts to charity organizations or to compensate an otherwise disgruntled customer; a limited sale of obsolete or damaged goods; the sale of sample goods to a new customer; or the sales of prototype goods for testing purposes.

If deviations from your written policies or standard commercial sales practices disclosed in the chart on the Commercial Sales Practices Format are so significant and/or frequent that the Contracting Officer cannot establish whether the price(s) offered is fair and reasonable,

then you may be asked to provide additional information. The Contracting Officer may ask for information to demonstrate that you have made substantial sales of the item(s) in the commercial market consistent with the information reflected on the chart on the Commercial Sales Practice Format, a description of the conditions surrounding those sales deviations, or other information that may be necessary in order for the Contracting Officer to determine whether your offered price(s) is fair and reasonable. In cases where additional information is requested, the Contracting Officer will target the request in order to limit the submission of data to that needed to establish the reasonableness of the offered price.

Note: Please fill out and return ALL pages of the solicitation beginning with page 1 (Standard Form 1449).

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2006)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1) (i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST(<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MARCH 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) *Definitions.* As used in this provision:

"*Emerging small business*" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"*Forced or indentured child labor*" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.*"Veteran-owned small business concern"* means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.*"Women-owned small business concern"* means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.☐ TIN: _____.☐ TIN has been applied for.☐ TIN is not required because:☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;☐ Offeror is an agency or instrumentality of a foreign government;☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;☐ Partnership;☐ Corporate entity (not tax-exempt);☐ Corporate entity (tax-exempt);☐ Government entity (Federal, State, or local);☐ Foreign government;☐ International organization per 26 CFR 1.6049-4;☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;☐ Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

- (1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.
- Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.
- (6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.
- (7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, or FAR 52.219-25, *Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting*, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control,

principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246—*

(1) Previous contracts and compliance. The offeror represents that—

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin

(List as Necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin

(List as Necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin

(List as Necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

(List as Necessary)

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin

(List as Necessary)

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin

(List as Necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

End Product	Country of Origin

(List as Necessary)

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs *_____*.

[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certifications(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

ADDENDUM TO 52.212-1 – INSTRUCTIONS TO THE OFFEROR

CI-FSS-2 SUBMISSION OF OFFERS—ADDITIONAL INSTRUCTIONS (MAR 1996)

Offerors are requested to submit a signed original and 1 copy of SF-1449 together with all addenda and attachments complete in every respect with the exception of oversized blueprints, drawings, or similar documents attached to the solicitation. Oversized blueprints, drawings, or similar documents are not required to be duplicated for the purpose of submitting a duplicate copy of the offer to GSA.

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a indefinite delivery, indefinite quantity, with guaranteed minimum, multiple award schedule contract resulting from this solicitation.

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration/FSS/3FN
1901 S. Bell St., Ste.403
Arlington, VA 20406
Attn: Arthur Hackney

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

552.212-70 PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)

(a) Definitions. Concession, as used in this solicitation, means a benefit, enhancement or privilege (other than a discount), which either reduces the overall cost of a customer's acquisition or encourages a customer to consummate a purchase. Concessions include, but are not limited to freight allowance, extended warranty, extended price guarantees, free installation and bonus goods.

Discount, as used in this solicitation, means a reduction to catalog prices (published or unpublished). Discounts include, but are not limited to, rebates, quantity discounts, purchase option credits, and any other terms or conditions other than concessions) which reduce the amount of money a customer ultimately pays for goods or services ordered or received. Any net price lower than the list price is considered a "discount" by the percentage difference from the list price to the net price.

(b) For each Special Item Number (SIN) included in an offer, the Offeror shall provide the information outlined in paragraph (c). Offerors may provide a single response covering more than one SIN, if the information disclosed is the same for all products under each SIN. If discounts and concessions vary by model or product line, offerors shall ensure that information is clearly annotated as to item or items referenced.

(c) Provide information described below for each SIN:

(1) Two copies of the offeror's current published (dated or otherwise identified) commercial descriptive catalogs and/or price list(s) from which discounts are offered. If special catalogs or price lists are printed for the purpose of this offer, such descriptive catalogs or price lists shall include a statement indicating the special catalog or price list represent a verbatim extract from the Offeror's commercial catalog and/or price list and identify the descriptive catalog and/or price list from which the information has been extracted.

(2) Next to each offered item in the commercial catalog and/or price list, the Offeror shall write the special item number (SIN) under which the item is being offered. Unless a special catalog or price list is submitted, all other items shall be marked "excluded," lined out, and initialed by the offeror.

(3) The discount(s) offered under this solicitation. The description of discounts offered shall include all discounts, such as prompt payment discounts, quantity/dollar volume discounts (indicate whether models/products can be combined within the SIN or whether SINs can be combined to earn discounts), blanket purchase agreement discounts, or purchase option credits. If the terms of sale appearing in the commercial catalogs or price list on which an offer is based are in conflict with the terms of this solicitation, the latter shall govern.

(4) A description of concessions offered under this solicitation which are not granted to other customers. Such concessions may include, but are not limited to, an extended warranty, a return/exchange goods policy, or enhanced or additional services.

(5) If the Offeror is a dealer/reseller or the Offeror will use dealers to perform any aspect of contract awarded under this solicitation, describe the functions, if any, that the dealer/reseller will perform.

552.217-71 NOTICE REGARDING OPTION(S) (NOV 1992)

The General Services Administration (GSA) has included an option to extend the term of the contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

552.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005) (ALTERNATE I--JUN 2005)

(a) Maximum practicable utilization of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits.

(1) The General Services Administration's (GSA's) commitment to ensuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate as subcontractors in the performance of this contract, consistent with its efficient performance, must be reflected in the offeror's subcontracting plan submitted pursuant to the clause of this contract at FAR 52.219-9, Small Business Subcontracting Plan.

(2) In addressing the eleven elements described at FAR 52.219-9(d), the offeror shall demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns in performing this contract. An offeror submitting a commercial plan can

demonstrate its commitment in providing maximum practicable opportunities through subcontracting opportunities it provides to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns that relate to the offeror's production generally; i.e., for both its commercial and Government business.

(3) The subcontracting plan shall include a description of the offeror's subcontracting strategies used in previous contracts and significant achievements, with an explanation of how this plan will build upon those earlier achievements. Additionally, the offeror shall demonstrate through its plan that it understands the small business subcontracting program's objectives, GSA's expectations, and is committed to taking those actions necessary to meet these goals or objectives.

(b) In determining the acceptability of any subcontracting plan, the Contracting Officer will--

(1) Review the plan to verify that the offeror has demonstrated an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the programs and has included all the information, goals, and assurances required by FAR 52.219-9;

(2) Consider previous goals and achievements of contractors in the same industry;

(3) Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns; and

(4) Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.

(c) Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the offeror ineligible for award.

552.233-70 PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION (MAR 2000)

(a) The following definitions apply in this provision:

"Agency Protest Official for GSA" means the official in the Office of Acquisition Policy designated to review and decide procurement protests filed with GSA.

"Deciding official" means the person chosen by the protester to decide the agency protest. The deciding official may be either the Contracting Officer or the Agency Protest Official.

(b) The filing time frames in FAR 33.103(e) apply. An agency protest is filed when the protest complaint is received at the location the solicitation designates for serving protests. GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Protests delivered after 4:30 p.m. will be considered received and filed the following business day.

(c) A protest filed directly with the General Services Administration (GSA) must:

(1) Indicate that it is a protest to the agency.

(2) Be filed with the Contracting Officer.

(3) State whether the protester chooses to have the Contracting Officer or the Agency Protest Official for GSA decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.

(4) Indicate whether the protester prefers to make an oral presentation, a written presentation, or an oral presentation confirmed in writing, of arguments in support of the protest to the deciding official.

(5) Include the information required by FAR 33.103(d)(2):

(i) Name, address, fax number, and telephone number of the protester.

(ii) Solicitation or contract number.

(iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.

(iv) Copies of relevant documents.

(v) Request for a ruling by the agency.

(vi) Statement as to the form of relief requested.

(vii) All information establishing that the protester is an interested party for the purpose of filing a protest.

(viii) All information establishing the timeliness of the protest (see paragraph (b) of this provision).

(d) An interested party filing a protest with GSA has the choice of requesting either that the Contracting Officer or the Agency Protest Official for GSA decide the protest.

(e) The decision by the Agency Protest Official for GSA is an alternative to a decision by the Contracting Officer. The Agency Protest Official for GSA will not consider appeals from the Contracting Officer's decision on an agency protest.

(f) The deciding official must conduct a scheduling conference with the protester within three (3) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to

present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.

(g) Oral conferences may take place either by telephone or in person. Other parties (e.g., representatives of the program office) may attend at the discretion of the deciding official.

(h) The following procedures apply to information submitted in support of or in response to an agency protest:

(1) The protester and the agency have only one opportunity to support or explain the substance of the protest (either orally, in writing, or orally confirmed in writing).

(2) GSA procedures do not provide for any discovery.

(3) The deciding official has discretion to request additional information from either the agency or the protester. However, the deciding official will normally decide protests on the basis of information provided by the protester and the agency.

(4) Except as provided in paragraph (5)(ii) below, the parties are encouraged, but not required, to exchange information submitted to the Agency Protest Official for GSA.

(5) If the agency makes a written response to the protest, the following filing requirements apply unless the deciding official approves other arrangements:

(i) The agency must file its response to the protest with the deciding official within five (5) days after the filing of the protest.

(ii) The agency must also provide the protester with a copy of the response on the same day it files the response with the deciding official. If the agency believes it needs to redact or withhold any information in the response from the protester, it must obtain the approval of the deciding official.

(6) Any additional information that either party wants to submit in writing after one-time oral arguments in support of the agency protest, must be received by the deciding official within two (2) days after the date of the oral arguments.

(i) The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.

(j) An interested party may represent itself or be represented by legal counsel. GSA will not reimburse the party for any legal fees related to the agency protest.

(k) GSA will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.

(l) The deciding official will make a best effort to issue a decision on the protest within twenty-eight (28) days after the filing date. The decision may be oral or written. If the decision is communicated orally to the protester, the deciding official will confirm in writing within three (3) days after the decision.

(m) GSA may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a protest forum outside of GSA.

A-FSS-2-F WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT FOR: (MAY 2000)

FEDERAL SUPPL SCHEDULE CONTRACT FOR: 71-II-H

FSC GROUPS 6230, 7105, 7110, 7210, 7220, 7230, 7290

COMMODITY: PACKAGE FURNITURE (DORMITORY & QUARTERS- HOUSEHOLD), OFFICE, CONFERENCE ROOM, CLASSROOM, TRAINING ROOM AND HEALTHCARE FURNITURE

The contract period for this standing solicitation will commence on the DATE OF AWARD and end five years from that date (unless contract is canceled/terminated or extended).

A-FSS-11 CONSIDERATION OF OFFERS UNDER STANDING SOLICITATION (DEC 2000)

(a) This solicitation is a standing solicitation from which the Government contemplates award of contracts for supplies/services listed in the Schedule of Items. This solicitation will remain in effect unless replaced by an updated solicitation.

(b) There is no closing date for receipt of offers; therefore, offers may be submitted for consideration at any time.

(c) An offer may be rejected if an offeror fails to meet timeframes established by the Contracting Officer either to address deficiencies in the offer or to submit a final proposal revision. A resubmission(s) is permitted; however, it may be rejected immediately if it is still deficient in the area(s) that caused its initial rejection.

(d) Contracts awarded under this solicitation will be in effect for 5 years from the date of award, unless further extended, pursuant to clause I-FSS-164, Option to Extend the Term of the Contract (Evergreen), canceled pursuant to the Cancellation clause, or terminated pursuant to the termination provisions of the contract.

(e) Current contractors may submit a new offer as early as 9 months prior to the expiration of the existing contract.

A-FSS-12-C PERIOD FOR ACCEPTANCE OF OFFERS (NOV 1997)

Paragraph (c) of the provision 52.212-1, Instructions to Offerors—Commercial Items, is revised to read as follows: The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date of the offer, within which offer may be accepted.

A-FSS-3FN-35 EXCEPTIONS TO CLAUSE 52.225-5, TRADE AGREEMENTS (JUNE 2000)

Clause 52.225-5, Trade Agreements, is applicable to all items in this solicitation EXCEPT the following:

Items set-aside for small business, which must be made in the USA. The set-aside items are SIN's 711-4, 711-5, 711-6, 711-12, 711-13, 711-14, 711-20, and 711-92 (See Item Listing for descriptions of the items.)

A-FSS-40 INFORMATION COLLECTION REQUIREMENTS (NOV 1999)

"The information collection requirements contained in this solicitation/contract, are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163."

L-FSS-59 AWARD (APR 1984)

Until a formal notice of award is issued, no communication by the Government, whether written or oral, shall be interpreted as a promise that an award will be made.

L-FSS-101 FINAL PROPOSAL REVISION (JUN 2002)

(a) Upon the conclusion of discussions the Contracting Officer will request a final proposal revision. Oral requests will be confirmed in writing.

(b) The request will include--

(1) Notice that discussions are concluded;

(2) Notice that this is the opportunity to submit a final proposal revision;

(3) The specified cutoff date and time;

(4) A statement that any modification proposed as a result of the final proposal revision must be received by the date and time specified and will be subject to the Late Submissions, Modifications, and Withdrawals of Proposals provision of this solicitation.

(c) The Contracting Officer will not reopen discussions after receipt of final proposal revisions unless it is clearly in the interests of the Government to do so. If discussions are reopened, the Contracting Officer will issue an additional request for final proposal revision.

(d) It is the Contracting Officer's desire to conclude negotiations by *_____*.

552.212-73 EVALUATION—COMMERCIAL ITEMS (MULTIPLE AWARD SCHEDULE) (AUG 1997)

(a) The Government may make multiple awards for the supplies or services offered in response to this solicitation that meet the definition of a "commercial item" in FAR 52.202-1. Awards may be made to those responsible offerors that offer reasonable pricing, conforming to the solicitation, and will be most advantageous to the Government, taking into consideration the multiplicity and complexity of items of various manufacturers and the differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, and other pertinent factors. By providing a selection of comparable supplies or services, ordering activities are afforded the opportunity to fulfill their requirements with the item(s) that constitute the best value and that meet their needs at the lowest overall cost.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

The results of the Dun and Bradstreet Supplier Performance Review will be considered, along with other information available to the CO in determining the past performance rating of the offeror."

By signing its offer, the Offeror attests to the fact that there have been no changes to the text of this solicitation, except for the filling in of information requested by the solicitation.